

**Attachment 3**

**Network Interconnection**

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## Network Interconnection

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) on the following terms:

### 1. Network Interconnection

All negotiated rates, terms and conditions set forth in this Attachment pertain to the provision of network interconnection.

- 1.1 Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement or Fiber Meet arrangement as defined in this Agreement; or (2) interconnection via purchase of facilities from the other Party or third parties. Interconnection may be provided by the Parties at any technically feasible point. Requests to BellSouth for interconnection at points not specified herein may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.
- 1.2 Adelphia must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of Adelphia's originated local, intraLATA toll and transit traffic and for Adelphia's receipt of transit traffic. If Adelphia chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, Adelphia must establish Points of Interconnection at all BellSouth access and local tandems where Adelphia NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and Adelphia Switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is Adelphia's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG) either directly or via a vendor.
- 1.2.1 In order for Adelphia to home its NPA/NXX(s) on a BellSouth Tandem, Adelphia's NPA/NXX(s) must be assigned to an Exchange Rate Center Area served by that BellSouth Tandem and as specified by BellSouth. The specified association between BellSouth Tandems and Exchange Rate Center Areas is defined in the Local Exchange Routing Guide (LERG) as it is revised from time to time.
- 1.3 A **Point of Presence (POP)** is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining

access to the other Party's network. The POP is the physical location within which the Point of Interfaces occur.

1.4 A **Point of Interface** is the physical telecommunications interface between BellSouth and Adelphia's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the Point of Interface is to serve as the terminus for the interconnection service. The Point of Interface has the following main characteristics:

1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and Adelphia can verify and maintain specific performance objectives.
3. It is specified according to the interface offered in the local interconnection agreement.
4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.

1.5 The **Point of Interconnection** is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. The originating Party bears the cost of delivering its originating traffic to the Point of Interconnection on the other Party's network, regardless of the location of the Point of Interface. Points of Interconnection are available at either Access Tandems, Local Tandems, or End Offices as described in this Agreement. Adelphia's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems. Points of Interconnection established at the BellSouth Local Tandem apply only to Adelphia-originated local and local originating and terminating transit traffic.

1.6 Adelphia, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to BellSouth. The Point of Interface need not necessarily be established at the Point of Interconnection.

1.7 BellSouth, at its option, shall establish the Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to Adelphia for call transport and termination by Adelphia. The Point of Interface need not necessarily be established at the Point of Interconnection.

1.8 Interconnection via Purchase of Facilities

1.8.1 The originating Party may purchase Local Channel facilities from the terminating Party from the originating Party's specified Point of Interface to its serving wire



center. The Parties agree that charges for such Local Channel facilities provided by BellSouth are as set forth in Exhibit A to this Attachment.

- 1.8.2 Additionally, either Party may purchase Dedicated Interoffice Channel Transport facilities from its designated serving wire center to the other Party's first point of switching. The Parties agree that charges for such Dedicated Interoffice Channel Transport facilities provided by BellSouth are as set forth in Exhibit A to this Attachment.
- 1.8.2 For the purposes of this Attachment, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.
- 1.8.3 For the purposes of this Attachment, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.
- 1.8.4 For the purposes of this Attachment, **Dedicated Interoffice Channel Transport** is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.

ALTERNATIVE IF RATES IN AGREEMENT APPLY TO BOTH PARTIES

- 1.8.5 Notwithstanding the foregoing definitions, to ensure that symmetrical compensation is achieved, Adelphia may charge BellSouth for Local Channel and Dedicated Interoffice Transport facilities in an amount equivalent to that which may be charged by BellSouth to Adelphia for traffic on the same route.

ALTERNATIVE IF RATES IN AGREEMENT DO NOT APPLY TO BOTH PARTIES

- 1.8.5 Adelphia will charge BellSouth for facilities at the rates specified in Adelphia's Commission effective Access Tariff.

- 1.9 Fiber Meet
- 1.9.1 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point of Interface).
- 1.9.2 If Adelphia elects to interconnect with BellSouth pursuant to a Fiber Meet, Adelphia and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level. The Parties shall work jointly to determine the specific

transmission system. However, Adelphia's SONET transmission must be compatible with BellSouth's equipment in the BellSouth Interconnection Wire Center. The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.

- 1.9.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").
- 1.9.4 Adelphia shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Adelphia Interconnection Wire Center ("Adelphia Wire Center").
- 1.9.5 BellSouth and Adelphia shall jointly designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable Adelphia to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to Adelphia, Point of Interface to BellSouth).
- 1.9.6 Adelphia shall deliver and maintain such fiber optic facilities wholly at its own expense. Upon verbal request by Adelphia, BellSouth shall allow Adelphia access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 1.9.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 1.9.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 1.9.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. each Party's FCC or Commission filed and effective Interstate or Intrastate Access Services Tariff).

## **2. Interconnection Trunking Architectures**

- 2.1 BellSouth and Adelphia shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement.
- 2.2 Any Adelphia interconnection request that (1) deviates from the standard trunking architectures as described in this Agreement, (2) affects traffic delivered to Adelphia from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Adelphia to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.
- 2.3 All terms and conditions, as well as charges, both non-recurring and recurring, associated with BellSouth facilities and non-recurring associated with BellSouth interconnecting trunk groups ~~between BellSouth and Adelphia~~ are set forth in Exhibit A. Adelphia will charge BellSouth for facilities and interconnecting trunk groups at the rates specified in Adelphia's Commission effective Access Tariff. For two-way trunking that carries the Parties' local and intraLATA toll traffic only, excluding trunking that carries Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. Adelphia shall be responsible for ordering and paying for any two-way trunks carrying transit traffic. Furthermore, Adelphia shall be responsible for ordering and paying for any two-way trunking for its local and intraLATA toll if it utilizes such trunks unidirectionally.
- 2.4 Switched Access traffic will be delivered to and by IXCs based on Adelphia's NXX Access Tandem homing arrangement as specified by Adelphia in the national Local Exchange Routing Guide (LERG).
- 2.5 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 2.6 In cases where Adelphia is also an IXC, the IXC's Feature Group D (FG D) trunking must remain separate from the local interconnection trunking.
- 2.7 Two-Way Trunking Requirements:
- The following requirements apply to two-way trunking that carries the Parties local and intraLATA toll.
1. Adelphia will initiate two-way trunk request. The use of and quantity of two way trunking shall be mutually agreed upon and shall be jointly provisioned.

2. The Point of Interface will be located at a mutually agreed location or point. If the Parties cannot mutually agree to a Point of Interface, BellSouth shall designate the Point of Interface. If Adelphia disagrees with BellSouth's designation, Adelphia may elect to have each company establish its own Point of Interface and order one-way trunks.
3. BellSouth and Adelphia will jointly review the trunk forecast, as needed, on a periodic basis, or at least every six (6) months.
4. Adelphia will order trunks using access service request (ASR) process in place for Local Interconnection at any time for augments to existing trunk groups and for new trunk groups, after the joint planning meeting takes place between the Parties.
5. BellSouth and Adelphia must agree on traffic engineering parameters that will be used in the engineering of the trunk groups.
6. BellSouth and Adelphia must agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.
7. Establishing a two-way trunk group does not preclude BellSouth or Adelphia from adding one-way trunk groups within the same Local Calling Area.
8. For technical reasons, two-way trunk groups may not be ordered to a BellSouth DMS100 Local Tandem or DMS100 End Office.
9. BellSouth will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed Point of Interface, and Adelphia will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed to Point of Interface.

2.8 BellSouth Access Tandem Interconnection Architectures

2.8.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.8.2 Basic Architecture

2.8.2.1 In this architecture, Adelphia's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between Adelphia and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between Adelphia and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Adelphia desires interconnection and has the proper contractual

arrangements, where required. This group also carries Adelphia originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to the Point of Interface for BellSouth originated traffic. The Two-way Trunking Requirements described in this Attachment do not apply to this architecture. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

### 2.8.3 One-Way Trunking Architecture

2.8.3.1 In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries Adelphia-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for Adelphia end-users. A third two-way trunk group is established for Adelphia's originating and terminating Transit Traffic. This two-way trunk group carries intratandem Transit Traffic between Adelphia and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Adelphia desires interconnection and has the proper contractual arrangements, where required. This group also carries Adelphia originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The One-Way Trunking Architecture is illustrated in Exhibit C.

### 2.8.4 Two-Way Trunking Architecture

2.8.4.1 The Two-Way Trunking Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between Adelphia and BellSouth. To establish this architecture, Adelphia and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. In addition, a two-way transit trunk group must be established for Adelphia's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between Adelphia and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Adelphia desires interconnection and has the proper contractual arrangements, where required. This group also carries Adelphia originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be

referenced for current routing and tandem serving arrangements. The Two-Way Trunking Architecture is illustrated in Exhibit D.

2.8.5 **Supergroup Architecture**

2.8.5.1 In the Supergroup Architecture, the Parties Local and IntraLATA Toll and Adelphia's Transit Traffic is exchanged on a single two-way trunk group between Adelphia and BellSouth. To establish this architecture, Adelphia and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. This group carries intratandem Transit Traffic between Adelphia and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Adelphia desires interconnection and has the proper contractual arrangements, where required. This group also carries Adelphia originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.

2.9 **Multiple Tandem Access (MTA)**

2.9.1 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of Adelphia-originated intraLATA toll and local traffic, that is transported by BellSouth, by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, Adelphia must still establish Points of Interconnection at all BellSouth access tandems where Adelphia NXXs are "homed". If Adelphia does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, Adelphia can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where Adelphia does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

2.9.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on Adelphia's NXX Access Tandem homing arrangement as specified by Adelphia in the national Local Exchange Routing Guide (LERG).

2.9.3 For Adelphia-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.

- 2.9.4 The Parties agree that compensation for the BellSouth transport and/or termination of Adelphia's local and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Exhibit A to this Attachment for local traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic. Notwithstanding the foregoing, in the situation of tandem exhaust at any particular tandem, where the parties choose MTA as an alternative routing plan, the Parties will negotiate appropriate rates, terms and conditions for MTA.
- 2.9.5 To the extent Adelphia does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, Adelphia must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent Adelphia does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent Adelphia routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, Adelphia agrees to pay BellSouth the associated transport and termination charges.
- 2.9.6 Nothing in this Section 2.9 affects the obligation of BellSouth to deliver BellSouth-originated local and intraLATA toll traffic to the Point(s) of Interconnection established pursuant to Section 1.5.
- 2.10 BellSouth End Office Interconnection
- 2.10.1 Adelphia may establish Points of Interconnection at BellSouth end offices for the delivery of Adelphia originated local and intralata toll traffic destined for BellSouth end-users served by that end-office.
- 2.10.2 When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to Adelphia, BellSouth will provide overflow routing through BellSouth tandems consistent with how BellSouth overflows its traffic. The overflow will be based on the homing arrangements Adelphia displays in the LERG. Likewise, if Adelphia interconnects to a BellSouth end office for delivery of Adelphia originated traffic, Adelphia will overflow the traffic through the BellSouth tandems based on the BellSouth homing arrangements shown in the LERG.
- 2.10.3 The Parties shall utilize direct end office trunking under the following conditions:
- (1) Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking

plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Adelphia and BellSouth's subscribers.

- (2) Traffic Volume - To the extent either Party has the capability to measure the amount of traffic between a Adelphia switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a Adelphia switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed two DS1s of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between Adelphia's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of local traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.
- (3) Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

2.11 Local Tandem Interconnection.

2.11.1 This interconnection arrangement allows Adelphia to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of Adelphia-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (GSST), section A3 served by those BellSouth local tandems, and (2) for local transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.

2.11.2 When a specified local calling area is served by more than one BellSouth local tandem, Adelphia must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Adelphia may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. Adelphia may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Adelphia does not choose to establish a Point of Interconnection. It is Adelphia's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Adelphia's codes. Likewise, Adelphia shall obtain its routing information from the LERG.



- 2.11.3 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, Adelphia must also establish Points of Interconnection to BellSouth access tandems within the LATA on which Adelphia has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)
- 2.11.4 BellSouth's provisioning of local tandem interconnection assumes that Adelphia has executed, where required, the necessary local interconnection agreements with the other third party network providers subtending those local tandems.
3. **Network Design And Management For Interconnection**
- 3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.
- 3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate or to any other Party to which each Party provides local interconnection.

- 3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.
- 3.6 Signaling Call Information. BellSouth and Adelphia will send and receive 10 digits for local traffic. Additionally, BellSouth and Adelphia will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 3.7 Forecasting Requirements. The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for the Parties to provide as accurate reciprocal trunking forecasts as possible to each other, each Party must timely inform the other Party of any known or anticipated events that may affect reciprocal trunking requirements. If either Party is unable to provide such information, The Parties shall provide reciprocal trunking forecasts based only on existing trunk group growth and annual estimated percentage of subscriber line growth.
- 3.7.1 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecasts of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.

- 3.7.2 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next future year. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions of this Agreement.
- 3.7.3 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.
- 3.7.4 Upon written request from Adelphia, BellSouth shall provide Adelphia written confirmation that it has received Adelphia's forecasts and considered such information in BellSouth's network planning. Trunking forecasts shall include:
- (i) the use of Common Language Locator Identifier (LLI-MSG), which is described in BellCore documents BR 795-100-100 and BIR 795-400-100; and
  - (ii) a description of major network projects anticipated for the following six (6) months that could affect the other Party. Major network projects including trunking or network rearrangements; anticipated tandem exhaust; anticipated office exhaust. This planning will include the issues of network capacity, forecasting, and compensation calculation, where appropriate.
- If the forecasts vary significantly, the Parties shall meet to review and reconcile such forecasts.
- 3.7.5 BellSouth shall provide notice to Adelphia of any network changes pursuant to FCC Rules 51.325-51.335.
4. **Parity in Ordering And Provisioning**

Each Party shall provide interconnection ordering and provisioning services to the other Party that are equal to the ordering and provisioning services the Parties provide themselves, their affiliates and third parties. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide*.

**5. Local Dialing Parity**

- 5.1 BellSouth and Adelphia shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and Adelphia shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

**6. Interconnection Compensation**

- 6.1 Compensation for Call Transportation and Termination for Local Traffic

- 6.1.1 Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. ~~As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider.~~ Local traffic does not include, and the Parties shall not pay reciprocal compensation for, calls where a Party willfully sets up a call, or colludes with a third party to set up a call, to the other Party's network for the primary purpose of receiving reciprocal compensation, and not for the purpose of providing a Telecommunications Service to an End User in good faith.

- 6.1.2 Nothing in this Agreement shall be construed to limit each Party's ability to designate the areas within which the Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

- 6.1.3 The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating local traffic on each other's network. The Parties agree that charges for transport and termination of calls on their respective networks are as set forth in Exhibit A to this Attachment.

- 6.1.4 For the purposes of this Attachment, **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between the terminating Party's tandem switch and end office switch and/or between the terminating Party's tandem switches.
- 6.1.5 For the purposes of this Attachment, **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch). For the purposes of compensation, Adelphia's switch will be classified as a Tandem Switch if it meets the criteria of FCC Rule 51.711(a)(3).
- 6.1.6 For the purposes of this Attachment, **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 6.1.7 If Adelphia utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from Adelphia for transport and termination of BellSouth originated traffic, BellSouth will pay Adelphia no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where Adelphia receives the BellSouth-originated traffic and the V & H coordinates of the Adelphia POP CLLI within the LATA. For these situations, BellSouth will compensate Adelphia at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by Adelphia as defined in this Attachment.
- 6.1.8 Neither Party shall represent switched access traffic as Local Traffic for purposes of payment of reciprocal compensation.
- 6.1.9 ~~The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points. For the purpose of delivery of BellSouth originating traffic to Adelphia, BellSouth will pay to Adelphia reciprocal compensation for Local Traffic terminating to Adelphia end users physically located in the BellSouth rate center to which the Adelphia end user's NPA/NXX is assigned. If Adelphia assigns NPA/NXXs to specific BellSouth rate centers and assigns numbers from those NPA/NXXs to Adelphia end users physically located outside of the rate center to which the NPA/NXX is assigned, BellSouth traffic originating from within the BellSouth rate center where the NPA/NXX is assigned and terminating to a Adelphia customer physically located outside of such rate center, and at a location toll to the BellSouth originating rate center, shall not be deemed Local Traffic, and no compensation from BellSouth to Adelphia shall be due therefor. Further, Adelphia agrees to identify such traffic to BellSouth and to compensate BellSouth for originating and transporting such traffic to Adelphia at BellSouth's tariffed intrastate switched access rates. In addition, Adelphia should not use NPA/NXXs to collect BellSouth originated~~

~~local or intraLATA toll traffic and for delivery to a point outside the LATA from where the originating NPA/NXX rate center resides.~~

Unidentifiable traffic. Adelphia shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish Local from IntraLATA Toll traffic for BellSouth originated traffic.

6.1.9.1 ~~If Adelphia does not identify such traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Adelphia NPA/NXXs on which to charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth shall make appropriate billing adjustments if Adelphia can provide sufficient information for BellSouth to determine whether said traffic is local or toll.~~

6.2 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU") factor for the reporting Party's originating traffic. The PLU will be utilized by the terminating Party to determine the amount of local minutes to be billed to the originating Party. For purposes of developing the PLU, the originating Party shall consider all Local Traffic, IntraLATA Toll Traffic and Switched Access Traffic, excluding Transit Traffic. By the first of January, April, July and October of each year, each Party shall provide a positive report updating the PLU. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid. As a terminating carrier, Adelphia prefers to determine the jurisdiction of local and IntraLATA Toll Traffic through the use of message recording technology. Use of such messaging recording technology shall not relieve either Party of its obligation to provide a PLU factor as set forth in this Section.

The addresses for the receipt of PLU reports are:

Adelphia  
CABS Manager  
Main at Water Street  
Coudersport, PA 16915

BellSouth  
[PLEASE INSERT]

- 6.3      **Percantage Interstate Usage.** For combined interstate, intrastate, and local Adelphia traffic terminated by BellSouth over the same facilities, Adelphia will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Adelphia. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
- 6.4      **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Adelphia shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
- 6.5      **Rate True-up**
- This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.
- 6.6.1      The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 6.6.2      The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such

records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.

6.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

6.6.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

- (a) BellSouth and CLEC is entitled to be a full Party to the proceeding;
- (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
- (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

6.6 Compensation for IntraLATA Toll Traffic

6.7.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.

6.7.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party the terminating Party's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's or Adelphia's Commission or FCC filed and effective Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If Adelphia is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses Adelphia as an interexchange carrier on a 101XXXX basis, BellSouth will charge Adelphia the appropriate BellSouth tariff charges for originating switched access services.



- 6.7.3 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in BellSouth's or Adelphia's Commission or FCC filed and effective intrastate or interstate switched access tariffs.
- 6.7.4 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format for a fee of \$0.013 per record.
- 6.7.5 8XX Access Screening. BellSouth's provision of 8XX TFD to Adelphia requires interconnection from Adelphia to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Adelphia shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Adelphia desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.
- 6.8 Mutual Provision of Switched Access Service
- 6.8.1 Switched Access Traffic. Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 800/877/999), 900 access, and their successors or similar Switched Exchange Access Services. The Parties have been unable to agree as to whether Voice over Internet Protocol (VOIP) transmissions which cross local calling area boundaries constitute Switched Access Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any; ~~provided however, that irrespective of the transport protocol method used, a call which originates in one local calling area and terminates in another local calling area (i.e., the end-to-end points of the call), shall not be compensated as local.~~
- 6.8.2 When Adelphia is subtending BellSouth's Access Tandem for the receipt or delivery of Switched Access Traffic, BellSouth will provide an access service connection to or from an IXC. Each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge, if applicable, will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access

Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

- 6.8.3 In the event that either Party fails to provide switched access detailed usage data to the other Party within ninety (90) days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each Party will provide complete documentation to the other to substantiate any claim of unbillable access revenues. In cases of documented unbillable access revenues, the Parties will reach a negotiated settlement regarding such lost revenues pursuant to the Dispute Resolution process set forth in Section 12 of the General Terms and Conditions.
- 6.8.4 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 6.8.5 Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 6.8.6 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 6.8.7 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.
- 6.8.8 The Initial Billing Party shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

6.8.9 Adelphia agrees not to deliver switched access traffic to BellSouth for termination except over Adelphia ordered switched access trunks and facilities.

6.9 Transit Traffic Service. For purposes of this paragraph, "Transit Traffic" includes Adelphia Transit Traffic and Third-party Transit Traffic. "Adelphia Transit Traffic" is traffic originating on Adelphia's network that is switched and/or transported by BellSouth and delivered to a third party's network. "Third-party Transit Traffic" is traffic that originates on the network of a third party, is switched and/or transported by BellSouth, and is delivered to Adelphia for termination. BellSouth shall provide tandem switching and transport services for Adelphia Transit Traffic. Rates for Adelphia Transit Traffic shall be the call transport and termination charges set forth in Exhibit A to this Attachment for the functions BellSouth performs in switching and/or transporting Adelphia Transit Traffic. BellSouth shall not charge Adelphia for the transport and/or switching of Third-party Transit Traffic and Adelphia shall not charge BellSouth transport and termination for Third-party Transit Traffic. Transit traffic that is Switched Access traffic shall be subject to the applicable call transport and termination charges set forth in BellSouth's or Adelphia's FCC or Commission filed and effective Interstate or Intrastate Switched Access Tariffs and shall be billed in accordance with Section 6.8.2 of this Attachment. Wireless Type 1 traffic shall not be treated as Transit Traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

6.9.1 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to Adelphia or the third-party carrier; provided, however, that Adelphia is solely responsible for negotiating and executing any appropriate contractual agreements with the third-party carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Adelphia. Adelphia agrees to compensate BellSouth for any charges or costs for the delivery of Adelphia Transit Traffic to a connecting carrier on behalf of Adelphia. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

6.10 ~~Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs). ESP/ISP traffic shall not be included in the interconnection compensation arrangements of this Agreement.~~

## 7. Frame Relay Service

- 7.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Adelphia's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which Adelphia is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Adelphia and BellSouth Frame Relay Switches in the same LATA.
- 7.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection within the LATA. All point(s) of interconnection shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 7.3 Upon the request of either Party, such interconnection will be established where BellSouth and Adelphia have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 7.4 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the Frame Relay Service point of interconnection.
- 7.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 7.5.1 If the data packets originate and terminate in locations in the same LATA, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then the traffic on that VC is local ("Local VC").
- 7.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
- 7.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Adelphia may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request,

and within 90 days, if BellSouth notifies Adelphia that it has found that this method does not adequately represent the PLCU.

- 7.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 7.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Adelphia will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Adelphia will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Adelphia's PLCU.
- 7.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Adelphia will pay, the total non-recurring and recurring charges for the NNI port. Adelphia will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by Adelphia's PLCU.
- 7.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 7.8 For the PVC segment between the Adelphia and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 7.9 Compensation for PVC rate elements will be calculated as follows:
- 7.9.1 If Adelphia orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Adelphia Frame Relay switch, BellSouth will invoice, and Adelphia will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and Adelphia Frame Relay switches. If the VC is a Local VC, Adelphia will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Adelphia for the PVC segment.
- 7.9.2 If BellSouth orders a Local VC connection between a Adelphia subscriber's PVC segment and a PVC segment from the Adelphia Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Adelphia will pay, the

total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Adelphia Frame Relay switches. If the VC is a Local VC, Adelphia will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Adelphia for the PVC segment.

7.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.

7.9.4 If Adelphia requests a change to a VC, BellSouth will invoice and Adelphia will pay a Feature Change charge for each affected PVC segment.

7.9.4.1 If BellSouth requests a change to a Local VC, Adelphia will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

7.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.

7.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.

7.10 Adelphia will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 7.5.3 above.

7.11 Either Party may request a review or audit of the various service components, consistent with the provisions of Section 6.5 of this Attachment.

7.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 8 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.

## **8. Operational Support Systems (OSS) Rates**

8.1 BellSouth has developed and made available the following mechanized systems by which Adelphia may submit LSRs electronically.

LENS Local Exchange Navigation System  
EDI Electronic Data Interface  
TAG Telecommunications Access Gateway

- 8.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

| OPERATIONAL SUPPORT SYSTEMS   | AL, GA, LA, MS,<br>NC, SC      | FL, KY, TN           |
|---|--------------------------------|----------------------|
| OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces                     | \$3.50                         | \$3.50               |
|   | SOMECH                         | SOMECH               |
| Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces | See applicable rate<br>element | \$19.99<br><br>SOMAN |

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

8.3 Denial/Restoral OSS Charge

In the event Adelphia provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

8.4 Cancellation OSS Charge

Adelphia will incur an OSS charge for an accepted LSR that is later canceled by Adelphia.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

8.5 Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the

interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

8.6 Threshold Billing Plan

- 8.6.1 The Parties agree that Adelphia will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

| Year | Ratio: Mechanized/Total LSRs |
|------|------------------------------|
| 2000 | 80%                          |
| 2001 | 90%                          |

The threshold plan will be discontinued in 2002.

- 8.6.2 BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.



## Basic Architecture

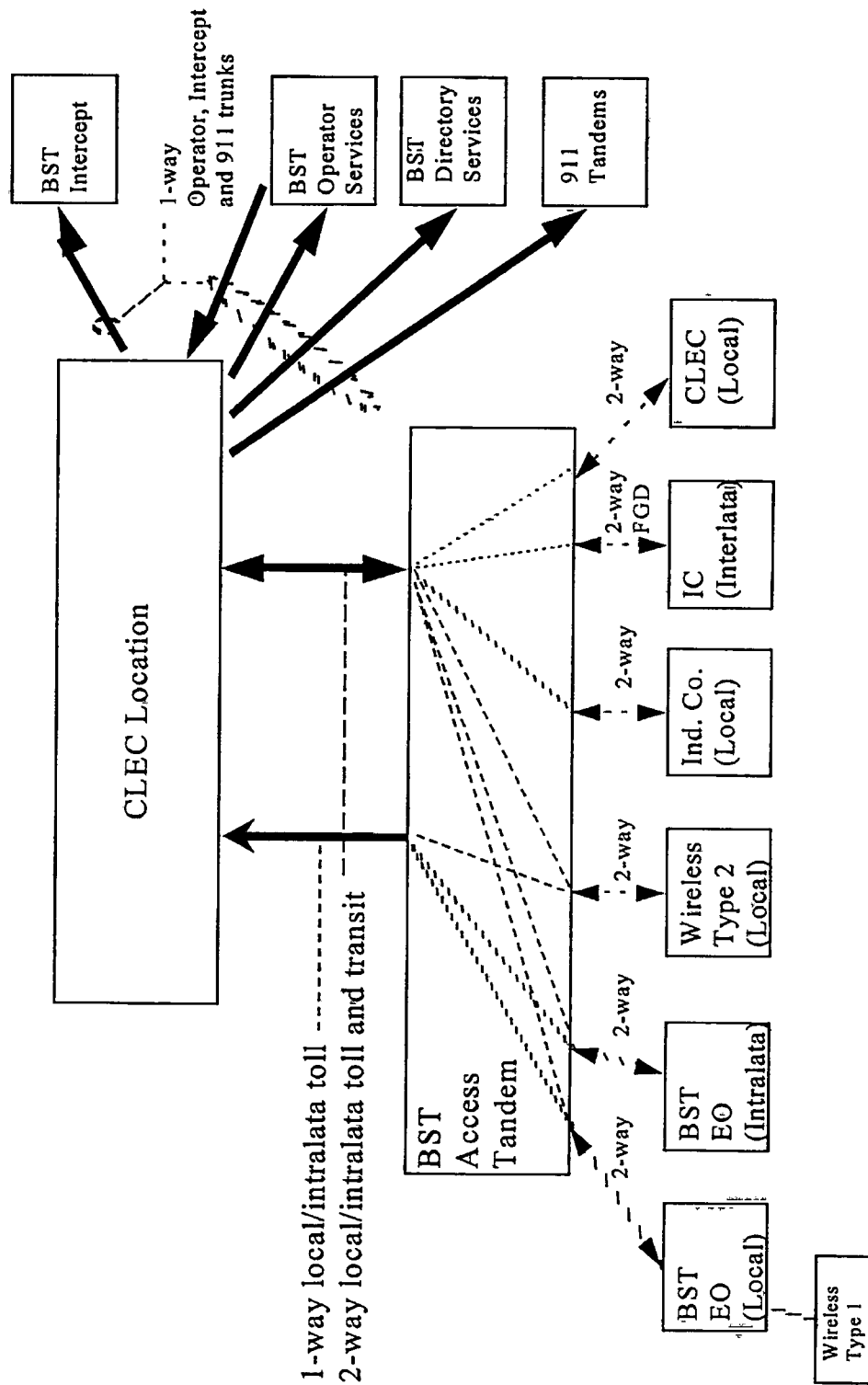


Exhibit B

## One-Way Trunking Architecture

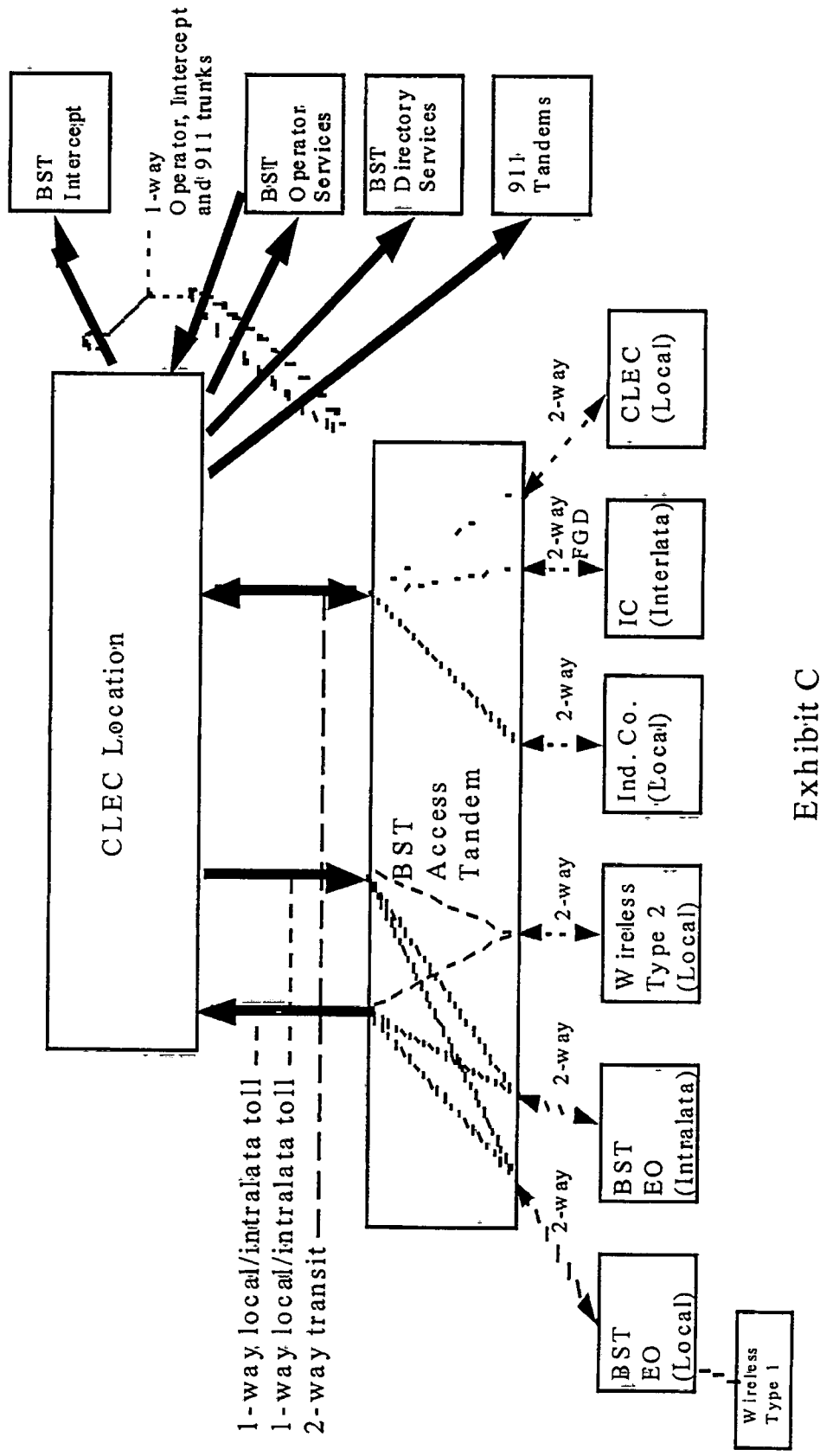


Exhibit C

## Two-Way Trunking Architecture

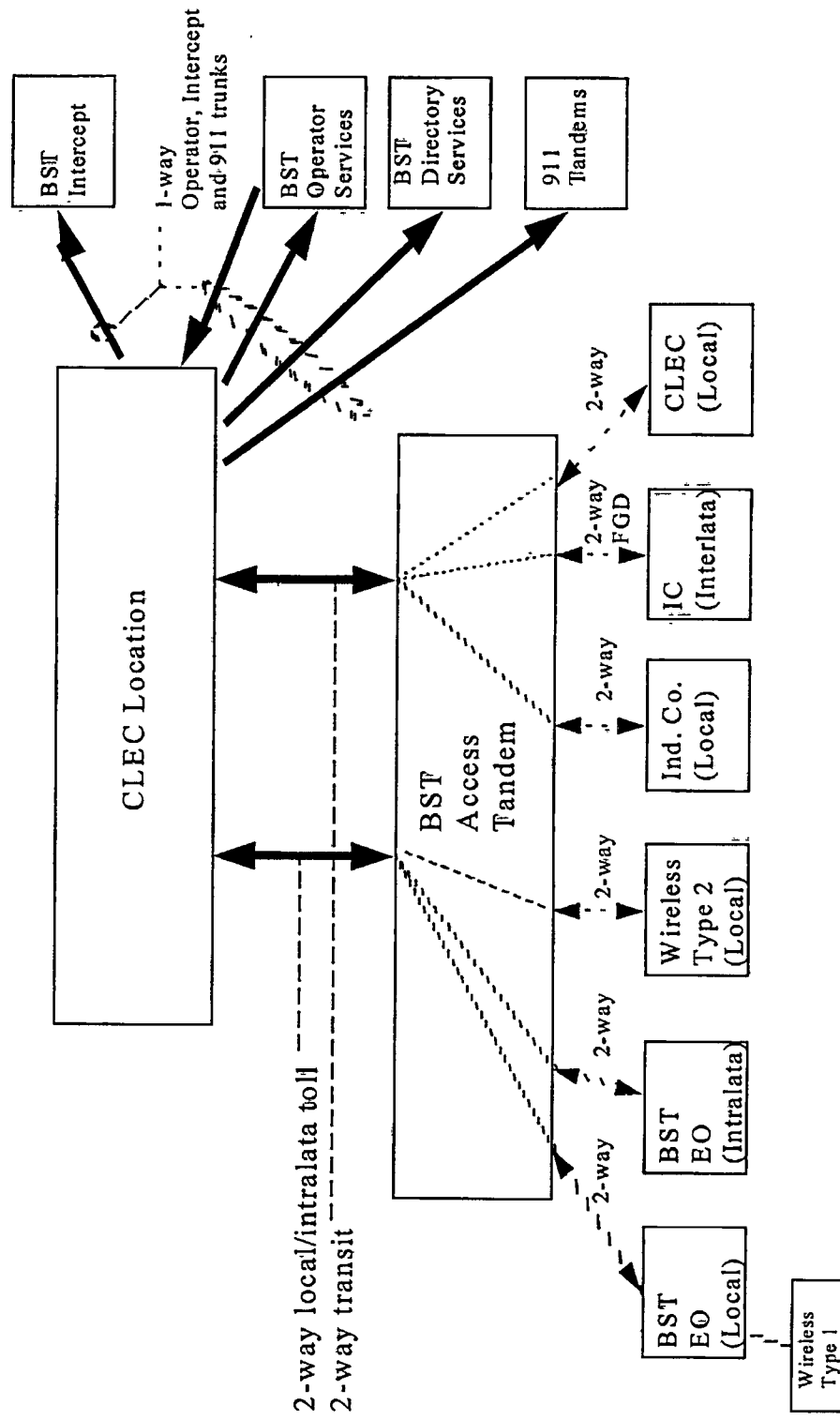
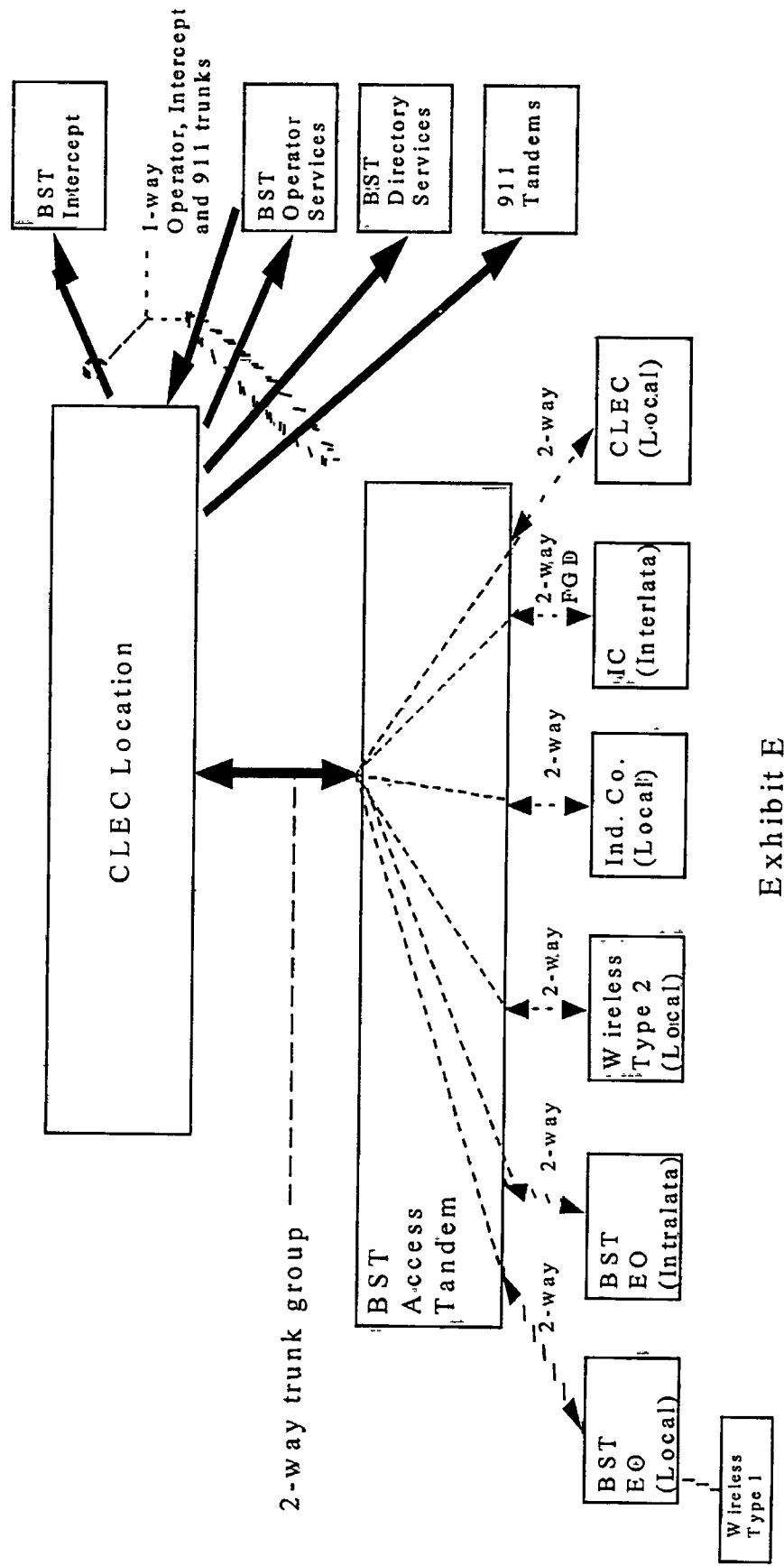


Exhibit D

# SuperGroup Architecture



# Exhibit E

**Attachment 4**  
**Physical Collocation**

## BELLSOUTH PHYSICAL COLLOCATION

### 1. SCOPE OF ATTACHMENT

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Adelphia is occupying the collocation space as a sole occupant or as a Host pursuant to Section 4.

Negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of collocation space.

1.2 Right to occupy. Subject to Section 4 of this Attachment, BellSouth hereby grants to Adelphia a right to occupy that certain area designated by BellSouth within a BellSouth central office premises, of a size which is specified by Adelphia and agreed to by BellSouth (hereinafter "Collocation Space"). The size specified by Adelphia may contemplate a request for space sufficient to accommodate Adelphia's growth within a two year period unless otherwise agreed to by the Parties.

1.2.1 Space Reclamation. In the event of space exhaust within a central office premises, Adelphia may be required to release space to BellSouth to be allocated to other physical collocation applicants when a minimum of fifty percent of the total amount of space in Adelphia's collocation arrangement is not being utilized within the first year of operation, or 100% of the total amount of space by the end of the second year of operation.

1.3 Use of Space. Adelphia shall use the Collocation Space for the purposes of installing, maintaining and operating Adelphia's equipment (to include testing and monitoring equipment) that is necessary to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, Adelphia may at its option, place Adelphia-owned or leased fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Adelphia may connect to other interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by Adelphia pursuant to section 5.6 following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 Rates and charges. Adelphia agrees to pay the rates and charges identified at Exhibit A attached hereto. Rates marked with an asterisk are interim and subject to true-up pursuant to Section 7.7.

### 2. SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will provide Adelphia physical collocation, pursuant to the terms of this Attachment, at any BellSouth central office premises, unless BellSouth is prepared to demonstrate to the Public Service Commission that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth central office

premises. BellSouth shall, upon request from Adelphia, remove obsolete unused equipment from its premises prior to BellSouth's scheduled removal of such equipment, to increase the amount of space available for collocation. Adelphia shall pay a pro rata share of equipment removal costs that is proportionate to its share of the space that is made available by the removal of equipment.

2.2 Reporting. Upon request from Adelphia, BellSouth will provide a written report specifying the amount of collocation space available at the central office premises requested, the number of collocators present at the central office premises, any modifications in the use of the space since the last report or the central office premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from Adelphia must be written and must include the central office premises and Common Language Location Identification (CLLI) code of the central office premises. Such information regarding central office premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a particular Central Office location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes up to and including five (5) Central Office locations within the same state. The response time for requests of more than five (5) shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, for the second through fifth requests, BellSouth shall notify Adelphia and inform Adelphia of the time frame under which it can respond, which shall be as soon as reasonably possible.

2.3 Denial of Application. After notifying Adelphia that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow Adelphia, upon request, to tour the entire Central Office within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Central Office must be received by BellSouth within five (5) business days of the Denial of Application.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6).

2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the central office premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Upon request BellSouth will advise Adelphia as to its position on the list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all central office premises that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 State Agency Procedures. Notwithstanding the foregoing, should any regulatory agency with jurisdiction over the procedures set forth in this section impose a procedure different than procedures set forth in this section, such procedure shall supersede the requirements set forth herein.

### 3. COLLOCATION OPTIONS

3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall provide Adelphia collocation for Adelphia's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Adelphia to have direct access to its equipment and facilities but may require Adelphia to use a central entrance to the BellSouth Central Office. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where Adelphia's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Adelphia must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following.

3.2 Cages and Adjacent Arrangement Enclosures. BellSouth shall authorize the enclosure of Adelphia's equipment and facilities at Adelphia's option or if required by local building code. Adelphia must arrange with a BellSouth certified contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at its sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Adelphia and Adelphia's BellSouth certified contractor must comply with local building code requirements. Adelphia's BellSouth certified contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified Vendor shall bill Adelphia directly for all work performed for Adelphia pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Adelphia must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Adelphia's locked enclosure prior to notifying Adelphia.

3.2.1 BellSouth has the right to review Adelphia's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and specifications and to require Adelphia to remove or correct at Adelphia's cost any structure that does not meet these standards.

3.3 Shared (Subleased) Caged Collocation. Adelphia may allow other telecommunications carriers to share Adelphia's caged collocation arrangement



pursuant to terms and conditions agreed to by Adelphia ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth central office premises is located within a leased space and BellSouth is not authorized by the lessor to offer such an option. The terms and conditions of the agreement between the Host and its Guests shall be written and a copy provided, on a confidential basis, to the BellSouth contact specified in Section 15 within ten (10) business days of the Guest's application and prior to any Firm Order. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Attachment between BellSouth and Adelphia.

3.3.1 Adelphia shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this application is not the initial application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements.

3.3.2 Adelphia shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Adelphia's Guests in the Collocation Space except for claims, actions, causes of action, of whatever kind or nature arising out of the interconnection between BellSouth and the Guest(s) or BellSouth's provision of access to unbundled network elements to the Guest(s) directly, or arising from the negligence, gross negligence, or willful misconduct of BellSouth.

3.4 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Central Office is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Central Office property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by Adelphia and in conformance with BellSouth's design and construction specifications. Further, Adelphia shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for Adjacent Collocation.

3.4.1 Should Adelphia elect such option, Adelphia must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Adelphia and Adelphia's contractor must comply with local building code requirements. Adelphia's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Adelphia's BellSouth Certified Vendor shall bill Adelphia directly for all work performed for

Adelphia pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Adelphia must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Adelphia's locked enclosure prior to notifying Adelphia.

3.4.2 BellSouth maintains the right to review Adelphia's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require Adelphia, at Adelphia's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.3 Adelphia shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At Adelphia's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 proceeding.

3.5 Adelphia may seek a particular physical collocation arrangement, and is entitled to a presumption that such arrangement is technically feasible, if any local exchange company has deployed such collocation arrangement in any incumbent local exchange carrier premises.

#### 4. OCCUPANCY

4.1 Commencement Date. The "Commencement Date" shall be the day Adelphia's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify Adelphia in writing that the Collocation Space is ready for occupancy within 10 business days of the date the space is ready for occupancy. Adelphia must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. Adelphia must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. If Adelphia fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event Adelphia's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Adelphia with respect to said Collocation Space. However, for good cause shown, Adelphia may request and BellSouth will grant an extension of up to 30 days. Termination of Adelphia's rights to the Collocation Space pursuant to this paragraph shall not operate to release Adelphia from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Attachment. To the extent BellSouth places a subsequent

collocator in the Collocation Space within one year of the date Adelphia's right to occupy said Collocation Space terminates, BellSouth shall reimburse Adelphia an amortized amount of the costs incurred by BellSouth in preparing the Collocation Space based upon the amount of time the Collocation Space was unoccupied pursuant to this paragraph until its occupancy by the subsequent collocator. For purposes of this paragraph, Adelphia's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination. Except where otherwise agreed to by the Parties, Adelphia may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, Adelphia at its expense shall remove its equipment and other property from the Collocation Space. Adelphia shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of Adelphia's Guests; provided, however, that Adelphia shall continue payment of monthly fees to BellSouth until such date as Adelphia has fully vacated the Collocation Space. Should Adelphia fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of Adelphia at Adelphia's expense and with no liability for damage or injury to Adelphia's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment, Adelphia shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Adelphia except for ordinary wear and tear. Adelphia shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition, except for ordinary wear and tear.

## 5. USE OF COLLOCATION SPACE

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment that is necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment that is necessary for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. If BellSouth denies collocation of Adelphia's equipment citing safety standards, BellSouth must provide to Adelphia within (5) five business days of the denial a list of all equipment that BellSouth locates within the premises in question together with an affidavit attesting that all of the equipment meets or exceeds the safety standard that BellSouth contends Adelphia's equipment fails to meet.

5.1.2 Adelphia shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the central office premises.

5.1.3 Adelphia shall place a plaque or other identification affixed to Adelphia's equipment necessary to identify Adelphia's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. Adelphia may elect to place Adelphia-owned or Adelphia-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. Adelphia will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. Adelphia will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the Adelphia's equipment in the Collocation Space. In the event Adelphia utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Adelphia must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Adelphia is responsible for maintenance of the entrance facilities. At Adelphia's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each central office premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Adelphia with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Adelphia's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. Adelphia may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another Adelphia collocation arrangement within the same BellSouth Central Office. Adelphia must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Adelphia-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should Adelphia request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to Adelphia by BellSouth, Adelphia shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.4 Demarcation Point. BellSouth will designate the point(s) of demarcation between Adelphia's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Adelphia shall be responsible for providing, and Adelphia's BellSouth Certified Vendor shall be responsible for installing and properly labelling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Adelphia or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Adelphia's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

5.5 Adelphia's Equipment and Facilities. Adelphia, or if required by this Attachment, Adelphia's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Adelphia. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

5.6 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, unbundled network elements, and facilities, Adelphia may directly connect to other Interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through facilities owned by Adelphia, or the other Interconnector(s) Adelphia is directly connecting to, or through BellSouth facilities designated by Adelphia, at Adelphia's option. Such connections to other carriers may be made using either optical or electrical facilities. Adelphia may deploy such optical or electrical connections directly between its own facilities and the facilities of other Interconnector(s) without being routed through BellSouth equipment.

5.6.1 If Adelphia requests a co-Carrier cross-connect after the initial installation, Adelphia must submit an application with a Subsequent Application Fee. Adelphia must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the Adelphia equipment and the equipment of the other Interconnector are located within contiguous collocation spaces. In cases where Adelphia's equipment and the equipment of the other Interconnector are located in contiguous collocation spaces, Adelphia will have the option to deploy the co-Carrier cross connects between the sets of equipment. Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a non-recurring charge for the individual case will be assessed. If Adelphia requests a co-carrier cross-connect after the initial installation, Adelphia must submit an application. The applicable nonrecurring fee in Exhibit A for co-carrier cross connections shall apply and an application fee shall not apply. Adelphia must use a BellSouth Certified Supplier to place the co-carrier cross-connect, except in cases where Adelphia's equipment and the equipment of the other interconnector are located within contiguous Collocation Spaces and the co-carrier cross-connect is not routed over or through BellSouth space or the space of other collocators. In cases where Adelphia's equipment and the equipment of the other interconnector are located in contiguous Collocation Spaces, Adelphia will have the option to deploy the co-carrier cross connects between the sets of equipment. Cable support charges shall be assessed per linear foot of support structure used

5.7 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to Adelphia when access to the Collocation Space is required. Adelphia may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Adelphia will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 11, Adelphia shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Adelphia agrees to provide the name, social security number, and date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. Adelphia agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Adelphia employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Adelphia or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.8.1 Lost or Stolen Access Keys. Adelphia shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Adelphia will pay BellSouth \$250.00 per Access Key(s) lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), Adelphia shall pay for all reasonable costs associated with the re-keying.

5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Adelphia violates the provisions of this paragraph, BellSouth shall give written notice to Adelphia, which notice shall direct Adelphia to cure the violation within forty-eight (48) hours of Adelphia's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If Adelphia fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Adelphia's equipment. BellSouth will endeavor, but is not required, to provide notice to Adelphia prior to taking such action and shall have no liability to Adelphia for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct or gross negligence.

5.10 Personalty and its Removal. Subject to requirements of this Attachment, Adelphia may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business;

Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Adelphia in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by Adelphia at any time. Any damage caused to the Collocation Space by Adelphia's employees, agents or representatives during the removal of such property shall be promptly repaired by Adelphia at its expense.

5.11 Alterations. In no case shall Adelphia or any person acting on behalf of Adelphia make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC and/or safety considerations to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Adelphia. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and fee, pursuant to sub-section 6.1.2.

5.12 Janitorial Service. Adelphia shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

## 6. ORDERING AND PREPARATION OF COLLOCATION SPACE

6.1 Application for Space. Adelphia shall submit an application document when Adelphia or Adelphia's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application. For Adelphia or Adelphia's Guest(s) initial equipment placement, Adelphia shall submit to BellSouth a complete and accurate Application and Inquiry document (Bona Fide Application), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Adelphia's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee. In the event Adelphia or Adelphia's Guest(s) desire to modify the use of the Collocation Space, Adelphia shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Central Office premises are required to accommodate the change requested by Adelphia in the Application. Such necessary modifications to the Central Office premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by Adelphia for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to Adelphia. The fee for an application where the modification requested has limited effect (e.g., does not

require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. All other modifications shall require a Subsequent Application Fee assessed at the applicable application fee. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by Adelphia within 30 calendar days following Adelphia's receipt of a bill or invoice from BellSouth.

**6.2 Application Response.** In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) business days of receipt of an Application whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will not classify an Application as not Bona Fide for de minimis or clerical errors which do not affect the ability of Application to be processed. When space has been determined to be available, BellSouth will provide a comprehensive written response within thirty (30) business days of receipt of a complete application. When multiple applications are submitted within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within thirty (30) business days for applications 1-5; within thirty-six (36) business days for applications 6-10; within forty-two (42) business days for applications 11-15. Response intervals for multiple applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by Adelphia or differently configured, Adelphia must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

**6.2.1** If BellSouth knows at the time of providing the Application Response that local building code does not allow the provisioning of the requested form of collocation (e.g. cageless and shared), BellSouth will notify Adelphia of such building code restrictions. If BellSouth determines after the Application Response that local building code does not allow the provisioning of the requested form of collocation, BellSouth will provide Adelphia written notice of such restriction.

**6.3 Bona Fide Firm Order.** Adelphia shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires Adelphia to complete the Application/Inquiry process described in Subsection 6.1, preceding, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to Adelphia's Application/Inquiry. If Adelphia makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate Adelphia's application as a result of changes requested by Adelphia to Adelphia's original application, then BellSouth will charge Adelphia a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require Adelphia to resubmit the application with an application fee.



6.3.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Adelphia's Bona Fide Firm Order within five (5) business days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date.

6.3.2 BellSouth will permit one accompanied site visit to Adelphia's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Adelphia.

6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

6.3.4 Except for a site visit under 6.3.2., Adelphia must submit to BellSouth the completed Access Control Request Form (RF-2906-A) for all employees or agents requiring access to the BellSouth Central Office a minimum of 30 calendar days prior to the date Adelphia desires access to the Collocation Space.

6.4 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 business days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 130 business days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement.

6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Adelphia will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to Adelphia during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

6.4.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.

6.4.3 Acceptance Walk Through. Adelphia and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Adelphia. BellSouth will correct at no cost to Adelphia any deviations to Adelphia's original or jointly

amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

6.5 Use of Certified Vendor. Adelphia shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, Adelphia must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide Adelphia with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing Adelphia's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Adelphia upon successful completion of installation. The Certified Vendor shall bill Adelphia directly for all work performed for Adelphia pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying Adelphia or any vendor proposed by Adelphia.

6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. Adelphia shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Adelphia's Collocation Space. Upon request, BellSouth will provide Adelphia with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Adelphia. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

6.7 Basic Telephone Service. Upon request of Adelphia, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.8 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. Adelphia shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date Adelphia first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. Additional engineering charges may apply as described in Section 6.3. In the event Adelphia opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Adelphia as prescribed in Section 7.5.

6.9 Space Preparation Fee in Georgia. In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. Additional engineering charges may apply as described in Section

6.3. In the event Adelphia opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Adelphia as prescribed in Section 7.

6.10 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by Adelphia on the Bona Fide Application. These fees were established by the North Carolina Utilities Commission in Docket No. P100-Sub 133d. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date Adelphia first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. Additional engineering charges may apply as described in Exhibit A. In the event Adelphia opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Adelphia as described in Section 7.4.

6.11 The nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications set forth in Sections 6.8, 6.9, and 6.10 apply only to collocation arrangements ordered by Adelphia on or after the effective date of this agreement. In no instance shall the monthly recurring charges for Central Office Modifications set forth in Sections 6.8, 6.9, and 6.10 apply to collocation arrangements ordered by Adelphia prior to the effective date of this Agreement.

6.12 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, Adelphia may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and Adelphia may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, Adelphia may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would prevent the arrangement from becoming a safety hazard within the Premises or otherwise being in conformance with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; and (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, if the BellSouth Premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities.

In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Adelphia, such information will be provided to Adelphia in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation

space becomes available to Adelphia within 180 days of BellSouth's written denial of Adelphia's request for physical collocation, and (ii) Adelphia was not informed in the written denial that physical collocation space would become available within such 180 days, then Adelphia may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Adelphia must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.13 Cancellation. If, at anytime, Adelphia cancels its order for the Collocation Space(s), Adelphia will reimburse BellSouth for any reasonable expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount Adelphia would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.14 Licenses. Adelphia, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

## 7. RATES AND CHARGES

7.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 6, preceding, Adelphia shall remit payment of a Cable Installation Fee and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following Adelphia's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in Subsection 7.4, when Adelphia requests a modification to the arrangement.

7.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 6, preceding.

7.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed.

7.4 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power Adelphia's equipment. When the Collocation Space is enclosed, Adelphia shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Adelphia shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Adelphia's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment

rack lineups, Adelphia shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Adelphia first occupies the Collocation Space, whichever is sooner.

7.5 Power. BellSouth shall supply -48 Volt (-48V) DC power for Adelphia's Collocation Space within the central office premises and shall make available AC power at Adelphia's option for Adjacent Arrangement collocation.

7.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Adelphia's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Adelphia's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Adelphia's BellSouth Certified power Supplier. Adelphia is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Adelphia's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Adelphia must provide BellSouth a copy of the engineering power specification prior to the day on which Adelphia's equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Adelphia's arrangement area. Adelphia shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Adelphia's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. Adelphia shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

7.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Adelphia has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of Adelphia's dedicated power plant results in construction of a new power plant room, upon termination of Adelphia's right to occupy collocation space at such site, Adelphia shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

7.6 Security Escort. A security escort will be required whenever Adelphia or its approved agent desires access to the entrance manhole or must have access to the Central Office Premises after the one accompanied site visit allowed pursuant to subsection 6.2.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

7.7 Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to

arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Adelphia shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Adelphia. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). Adelphia will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

## 8. INSURANCE

8.1 Adelphia shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a BEST Insurance Rating of B ++ X (B ++ ten).

8.2 Adelphia shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL Adelphia applicable policies as specified herein.

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

8.3 The limits set forth in Subsection 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to Adelphia to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.4 All policies purchased by Adelphia shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Attachment or until all Adelphia's property has been removed from BellSouth's Central Office, whichever period is longer. If Adelphia fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Adelphia.

8.5 Adelphia shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Adelphia shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Adelphia's insurance company. Adelphia shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
600 N. 19<sup>th</sup> Street, 18B3  
Birmingham, Alabama 35203

8.6 Adelphia must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.7 BellSouth shall procure and maintain insurance coverage, or will maintain a program of self insurance, at equivalent or higher levels as those imposed upon Adelphia under this section.

8.8 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

## **9. MECHANICS LIENS**

9.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or Adelphia), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other party or by reason of any changes, or additions to said property made at the request or under the direction of the other party, the other party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

## **10. INSPECTIONS**

10.1 BellSouth may conduct an inspection of Adelphia's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Adelphia's equipment and equipment of BellSouth. If Adelphia later adds equipment, BellSouth may conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Adelphia with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

## **11. SECURITY AND SAFETY REQUIREMENTS**

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of Adelphia will be permitted in the BellSouth Central Office. Adelphia shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Adelphia name. BellSouth reserves the right to remove from its premises any employee of Adelphia not possessing identification issued by Adelphia. Adelphia shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Adelphia shall be solely responsible for ensuring that any Guest of Adelphia is in compliance with all subsections of this Section 11.

11.1.1 Adelphia will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Adelphia employee being considered for work on the BellSouth Central Office, for the states/counties where the Adelphia employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

11.1.2 Adelphia will be required to administer to their personnel assigned to the BellSouth Central Office security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 Adelphia shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. Adelphia shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Adelphia personnel who have been identified to have misdemeanor criminal convictions.

11.1.4 For each Adelphia employee requiring access to a BellSouth Central Office pursuant to this agreement, Adelphia shall furnish BellSouth, prior to an employee gaining such access, a notarized affidavit certifying that the aforementioned background check and security training were completed. The affidavit will contain a statement certifying no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Adelphia will disclose the nature of the convictions to BellSouth at that time.

11.1.5 At BellSouth's request, Adelphia shall promptly remove from the BellSouth's premises any employee of Adelphia BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

11.2 Notification to BellSouth. BST reserves the right to interview Adelphia's employees, agents, or contractors. Adelphia and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving Adelphia's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Adelphia for all costs associated with investigations involving its employees, agents, or contractors if it can be reasonably established that Adelphia's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Adelphia for BellSouth property which is stolen or damaged where an investigation determines the culpability of



Adelphia's employees, agents, or contractors. Adelphia shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. BellSouth reserves the right to permanently remove from its premises any employee of Adelphia identified as posing a security risk to BellSouth or any other CLEC, or having violated BellSouth policies set forth in the BellSouth CLEC Security Training. Adelphia shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

**11.3 Use of BellSouth Supplies by Adelphia Employees.** Use of any BellSouth supplies by a Adelphia employee, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be considered theft and will be handled accordingly. Costs associated with such unauthorized use of BellSouth property may be charged to Adelphia as may be all associated investigative costs. At BellSouth's request, Adelphia shall promptly and permanently remove from BellSouth's Central Office any employee of Adelphia found to be in violation of this rule.

**11.4 Use of Official Lines by Adelphia Employees.** Except for local calls necessary in the performance of their work, Adelphia employees shall not use the telephones on BellSouth Central Office. Charges for unauthorized telephone calls made by a Adelphia's employees may be charged to Adelphia as may be all associated investigative costs. At BellSouth's request, Adelphia shall promptly and permanently remove from BellSouth's premises any employee of Adelphia found to be in violation of this rule.

**11.5 Accountability.** Full compliance with the Security requirements of this section shall in no way limit the accountability of any CLEC for the improper actions of its employees.

## **12. DESTRUCTION OF COLLOCATION SPACE**

**12.1** In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Adelphia's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Attachment, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Adelphia's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to Adelphia, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Adelphia may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Adelphia's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Adelphia. Where allowed and where practical, Adelphia may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Adelphia shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Adelphia's permitted use, until such Collocation Space is fully repaired and restored and Adelphia's equipment installed therein (but in no event later than thirty (30)

days after the Collocation Space is fully repaired and restored). Where Adelphia has placed an Adjacent Arrangement pursuant to section 3.4, Adelphia shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

### **13. EMINENT DOMAIN**

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then, with respect to such Collocation Space or Adjacent Arrangement, this Attachment shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Adelphia shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

### **14. NONEXCLUSIVITY**

12.1 Adelphia understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

**EXHIBIT A: BELLSOUTH/Adelphia RATES – ALABAMA  
PHYSICAL COLLOCATION**

Rates marked with an asterisk (\*) are interim and are subject to true-up

| USOC  | Rate Element Description                                      | Unit                  | Recurring Rate (RC) | Non-Recurring Rate (NRC)               |
|-------|---|-----------------------|---------------------|--|
| PE1BA | Application Fee   | Per request           | NA                  | \$7,124.00<br>Disconnect Charge \$1.73 |
| PE1CA | Subsequent Application Fee (Note 1)                           | Per request           | NA                  | \$1,600.00<br>Minimum                  |
|       | Space Preparation   |                       |                     |  |
|       | Firm Order Processing, NRC                                    |                       | NA                  | \$1,211.00*                            |
|       | Central Office Modifications, Per sq. ft., per mo.            |                       | \$2.58*             | NA                                     |
|       | Common Systems Modifications – Cageless, per sq. ft., per mo. |                       | \$2.96*             | NA                                     |
|       | Common Systems Modifications – Cages, per cage., per mo.      |                       | \$100.66*           | NA                                     |
| PE1BW | Space Enclosure (Note 2)                                      |                       |                     |  |
| PE1CW | Welded Wire-mesh  | Per first 100 sq. ft. | \$136.64            | NA                                     |
|       | Welded Wire-mesh  | Per add'l 50 sq. ft.  | \$15.85             | NA                                     |
| PE1PJ | Floor Space   | Per sq. ft.           | \$3.85              | NA                                     |
| PE1BD | Cable Installation  | Per cable             | NA                  | \$2,335.00                             |
| PE1PM | Cable Support Structure                                       | Per entrance cable    | \$23.23             | NA                                     |
|       | Power   |                       |                     |  |
|       | Power, per fused amp, per mo.                                 |                       | \$8.86*             |  |
|       | 120V AC Single Phase Standby, per breaker amp, per mo.        |                       | \$5.62*             |  |
|       | 240V AC Single Phase Standby, per breaker amp, per mo.        |                       | \$11.26*            |  |
|       | 120V AC Three Phase Standby, per breaker amp, per mo.         |                       | \$16.88*            |  |
|       | 277V AC Three Phase Standby, per breaker amp, per mo.         |                       | \$38.98*            |  |
| PE1P2 | Cross Connects (Note 3)                                       | Per cross connect     |                     | First/Add'l                            |
| PE1P4 | 2-wire  |                       | \$2.28              | \$30.76/\$29.40                        |
| PE1P1 | 4-wire  |                       | \$5.56              | \$31.01/\$29.58                        |
| PE1P3 | DS-1  |                       | \$2.14              | \$60.81/\$41.71                        |
|       | DS-3  |                       | \$38.63             | \$57.80/\$39.81                        |

| ALABAMA (continued)                                |   |                        |  |   |
|--|---|------------------------|--|---|
| USOC   | Rate Element Description  | Unit                   | Recurring Rate (RC)  | Non-Recurring Rate (NRC)  |
| PE1F2<br>PE1F4                                     | Cross Connects (continued)<br>2-fiber<br>4-fiber<br><br>2-wire<br>4-wire<br>DS-1<br>DS-3<br>2-fiber<br>4-fiber  | Per cross connect      | \$12.10<br>\$21.75   | First/Add'l<br>\$55.46/\$39.18<br>\$66.71/\$50.43<br>Disconnect<br>Charges<br>First/Add'l<br>\$12.75/\$11.38<br>\$12.82/\$11.39<br>\$12.85/\$11.50<br>\$14.93/\$11.76<br>\$16.83/\$13.27<br>\$21.86/\$18.31 |
|  | Co-Carrier Cross-Connect (Note 4)<br>Fiber Cable Support Structure, per linear ft., per cable, per mo.<br>Copper or Coaxial Cable Support Structure, per linear ft., per cable, per mo. |                        | \$ .003*<br>\$ .004*                                       | \$540.00*<br>\$540.00*  |
| PE1AX  | Security Access System Security System*   | Per central office     | \$52.00  |   |
| PE1AA  | New Access Card Activation*<br>Administrative change, existing card*  | Per card<br>Per card   |  | \$55.00<br>\$35.00  |
| PE1AR  | Replace lost or stolen card*  | Per card               |  | \$250.00  |
| PE1SR  | Space Availability Report*  | Per premises requested |  | \$550.00  |
| PE1PE<br>PE1PF<br>PE1PG<br>PE1PH<br>PE1B2<br>PE1B4 | POT Bay Arrangements<br>Prior to 6/1/99<br>2-Wire Cross-Connect<br>4-Wire Cross-Connect<br>DS1 Cross-Connect<br>DS3 Cross-Connect<br>2-Fiber Cross-Connect<br>4-Fiber Cross-Connect     | Per cross connect      | \$0.08<br>\$0.17<br>\$0.69<br>\$4.74<br>\$32.02<br>\$40.48 | NA<br>NA<br>NA<br>NA<br>NA<br>NA  |

| ALABAMA (continued) |                                     |  |                     |  |
|---------------------|-------------------------------------|--|---------------------|--|
| USOC                | Rate Element Description            | Unit   | Recurring Rate (RC) | Non-Recurring Rate (NRC)   |
| AEH                 | Additional Engineering Fee (Note 5) | Per request, First half hour/add'l half hour |                     | First/Add'l Basic Time \$31.00/\$22.00<br>Overtime \$37.00/\$26.00 |
|                     | Security Escort                     | Per half hr/add'l half hr                    |                     |  |
| PE1BT               | Basic Time                          |  | NA                  | \$43.47/\$25.82  |
| PE1OT               | Overtime                            |  | NA                  | \$55.25/\$32.79  |
| PE1PT               | Premium Time                        |  | NA                  | \$67.03/\$39.76  |

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth assessment related to expenditure of capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Adelphia will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Enclosure:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Adelphia may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Adelphia for the space enclosure, and this fee shall not be applicable.
- (3) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

|        | First / Additional | Disconnect Charges<br>First / Additional |
|--------|--------------------|--|
| 2-wire | \$34.03 / \$32.67  | \$14.48 / \$13.11                        |
| 4-wire | \$34.28 / \$32.85  | \$14.55 / \$13.12                        |
| DS-1   | \$64.08 / \$44.98  | \$14.58 / \$13.23                        |
| DS-3   | \$61.07 / \$43.08  | \$16.66 / \$13.49                        |

**EXHIBIT A: BELL SOUTH/Adelphia RATES – ALABAMA**  
**PHYSICAL COLLOCATION (continued)**

- (4) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Attachment, Adelphia may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Adelphia-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2.

**EXHIBIT A: BELLSOUTH/Adelphia RATES – FLORIDA  
PHYSICAL COLLOCATION**

Rates marked with an asterisk (\*) are interim and are subject to true-up

| USOC  | Rate Element Description                                      | Unit                  | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|---|-----------------------|---------------------|--------------------------|
| PE1BA | Application Fee   | Per request           | \$15.53             | \$3,248.00               |
| PE1CA | Subsequent Application Fee (Note 1)                           | Per request           | NA                  | \$1,600.00 Minimum       |
|       | Space Preparation   |                       |                     |                          |
|       | Firm Order Processing, NRC                                    |                       | NA                  | \$1,211.00*              |
|       | Central Office Modifications, Per sq. ft., per mo.            |                       | \$2.58*             | NA                       |
|       | Common Systems Modifications – Cageless, per sq. ft., per mo. |                       | \$2.96*             | NA                       |
|       | Common Systems Modifications – Cages, per cage., per mo.      |                       | \$100.66*           | NA                       |
| PE1BW | Space Enclosure (Note 2)                                      |                       |                     |                          |
| PE1BC | Wire Cage   | Per first 100 sq. ft. | \$41.99             | NA                       |
| PE1BF | Gypsum Board Cage   | Per first 100 sq. ft. | \$84.10             | NA                       |
|       | Fire Rated Cage   | Per first 100 sq. ft. | \$99.73             | NA                       |
| PE1CW | Wire Cage   | Per add'l 50 sq. ft.  | \$4.14              | NA                       |
| PE1CC | Gypsum Board Cage   | Per add'l 50 sq. ft.  | \$9.35              | NA                       |
| PE1CF | Fire Rated Cage   | Per add'l 50 sq. ft.  | \$11.30             | NA                       |
| PE1PJ | Floor Space   | Per sq. ft.           | \$4.25              | NA                       |
| PE1BD | Cable Installation  | Per cable             | \$2.77              | \$1,056.00               |
| PE1PM | Cable Support Structure                                       |                       | \$22.94             | NA                       |
|       | Power   |                       |                     |                          |
|       | Power, per fused amp, per mo.                                 |                       | \$8.86              |                          |
|       | 120V AC Single Phase Standby, per breaker amp, per mo.        |                       | \$5.62              |                          |
|       | 240V AC Single Phase Standby, per breaker amp, per mo.        |                       | \$11.26             |                          |
|       | 120V AC Three Phase Standby, per breaker amp, per mo.         |                       | \$16.88             |                          |
|       | 277V AC Three Phase Standby, per breaker amp, per mo.         |                       | \$38.98             |                          |
| PE1P2 | Cross Connects (Note 3)                                       | Per cross connect     |                     |                          |
| PE1P4 | 2-wire  |                       | \$0.0524            | \$11.57                  |
|       | 4-wire  |                       | \$0.0524            | \$11.57                  |

| FLORIDA (continued) |   |  |                     |  |
|---------------------|---|--|---------------------|--|
| USOC                | Rate Element Description  | Unit   | Recurring Rate (RC) | Non-Recurring Rate (NRC)   |
|                     | Cross Connects (continued)  | Per cross connect                            |                     |  |
| PE11S               | DS-1/DCS  |  | \$8.085             | \$69.64  |
| PE1P1               | DS-1/DSX  |  | \$4.110             | \$69.64  |
| PE13S               | DS-3/DCS  |  | \$56.97             | \$528.00   |
| PE13X               | DS-3/DSX  |  | \$10.06             | \$528.00   |
| PE1F2               | Optical Cross Connects  |  | \$6.46              | \$2,431.00   |
|                     | Co-Carrier Cross-Connect (Note 4)   |  |                     |  |
|                     | Fiber Cable Support Structure, per linear ft., per cable, per mo.             |  | \$ .003*            | \$540.00*  |
|                     | Copper or Coaxial Cable Support Structure, per linear ft., per cable, per mo. |  | \$ .004*            | \$540.00*  |
| PE1AX               | Security Access System Security System*                                       | Per premises                                 | \$52.00             |  |
| PE1AA               | New Access Card Activation*<br>Administrative change, existing card*          | Per request 5 cards<br>Per card              | NA                  | \$85.12<br>\$35.00   |
| PE1AR               | Replace lost or stolen card*  | Per card                                     |                     | \$250.00   |
| PE1SR               | Space Availability Report*  | Per premises requested                       |                     | \$550.00   |
|                     | POT Bay (Note 5)  |  | NA                  | NA   |
| AEH                 | Additional Engineering Fee (Note 6)   | Per request, First half hour/add'l half hour |                     | First/Add'l Basic Time<br>\$31.00/\$22.00<br>Overtime<br>\$37.00/\$26.00 |
| PE1BT               | Security Escort<br>Basic Time   | Per ¼ hour                                   | NA                  | \$10.89  |
| PE1OT               | Overtime  |  | NA                  | \$13.64  |
| PE1PT               | Premium Time  |  | NA                  | \$16.40  |



**EXHIBIT A: BELL SOUTH/Adelphia RATES – FLORIDA  
PHYSICAL COLLOCATION (continued)**

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Adelphia will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Adelphia may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Adelphia for the space enclosure, and this fee shall not be applicable.
- (3) **Cross Connects:** Rates shown are the equivalent per cross connect rates based on the Florida PSC Ordered rates as follows:

| <u>Cross Connects</u>  | <u>Per Cross Connect</u> | <u>RC</u> | <u>NRC</u> |
|------------------------|--------------------------|-----------|------------|
| 2-wire                 | Per 100 X-Connects       | \$5.24    | \$1,157.00 |
| 4-wire                 | Per 100 X-Connects       | \$5.24    | \$1,157.00 |
| DS-1/DCS               | Per 28 X-Connects        | \$226.39  | \$1,950.00 |
| DS-1/DSX               | Per 28 X-Connects        | \$11.51   | \$1,950.00 |
| DS-3/DCS               | Per Cross Connect        | \$56.97   | \$ 528.00  |
| DS-3/DSX               | Per Cross Connect        | \$10.06   | \$528.00   |
| Optical Cross Connects | Per Cross Connect        | \$6.46    | \$2,431.00 |

- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Adelphia may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

**EXHIBIT A: BELL SOUTH/Adelphia RATES – FLORIDA**  
**PHYSICAL COLLOCATION (continued)**

- (5) **POT Bays:** BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for Adelphia to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.
- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Adelphia-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2.

**EXHIBIT A: BELLSOUTH/Adelphia RATES – GEORGIA  
PHYSICAL COLLOCATION**

Rates marked with an asterisk (\*) are interim and subject to true-up

| USOC  | Rate Element Description  | Unit                  | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|---|-----------------------|---------------------|--------------------------|
| PE1BA | Application Fee   | Per request           | NA                  | \$3,850.00               |
| PE1CA | Subsequent Application Fee (Note 1)   | Per request           | NA                  | \$1,600.00<br>Minimum    |
| PE1BG | Space Preparation Fee (Note 2)  | Per sq. ft.           | NA                  | \$100.00                 |
| PE1BW | Space Enclosure (Note 3)  |                       |                     |                          |
|       | Welded Wire-mesh  | Per first 100 sq. ft. | \$170.64            | NA                       |
| PE1CW | Welded Wire-mesh  | Per add'l 50 sq. ft.  | \$17.33             | NA                       |
| PE1PJ | Floor Space   |                       |                     |                          |
|       | Zone A  | Per sq. ft.           | \$7.50              | NA                       |
| PE1PK | Zone B  | Per sq. ft.           | \$6.75              | NA                       |
| PE1BD | Cable Installation  | Per cable             | NA                  | \$2,750.00               |
| PE1PM | Cable Support Structure   | Per entrance cable    | \$13.35             | NA                       |
| PE1PL | Power   |                       |                     |                          |
|       | -48V DC Power   | Per amp               | \$5.00              | ICB                      |
| PE1FB | 120V AC Power single phase*   | Per breaker amp       | \$5.50              | ICB                      |
| PE1FD | 240V AC Power single phase*   | Per breaker amp       | \$11.00             | ICB                      |
| PE1FE | 120V AC Power three phase*  | Per breaker amp       | \$16.50             | ICB                      |
| PE1FG | 277 AC Power three phase*   | Per breaker amp       | \$38.20             | ICB                      |
| PE1P2 | Cross Connects  | Per cross connect     |                     | First/Add'l              |
|       | 2-wire  |                       | \$0.30              | \$12.60/\$12.60          |
| PE1P4 | 4-wire  |                       | \$0.50              | \$12.60/\$12.60          |
| PE1P1 | DS-1  |                       | \$8.00              | \$155.00/\$27.00         |
| PE1P3 | DS-3  |                       | \$72.00             | \$155.00/\$27.00         |
| PE1F2 | 2-fiber   |                       | \$15.64             | \$41.56/\$29.82          |
| PE1F4 | 4-fiber   |                       | \$28.11             | \$50.53/\$38.78          |
|       | Co-Carrier Cross-Connect (Note 4)   |                       |                     |                          |
|       | Fiber Cable Support Structure, per linear ft., per cable, per mo.             |                       | \$ .003*            | \$540.00*                |
|       | Copper or Coaxial Cable Support Structure, per linear ft., per cable, per mo. |                       | \$ .004*            | \$540.00*                |

| GEORGIA (continued) |   |  |                     |  |
|---------------------|---|--|---------------------|--|
| USOC                | Rate Element Description                | Unit   | Recurring Rate (RC) | Non-Recurring Rate (NRC)   |
| PEIAX               | Security Access System Security System* | Per premises                                 | \$52.00             |  |
| PE1AA               | New Access Card Activation*             | Per card                                     |                     | \$55.00  |
|                     | Administrative change, existing card*   | Per card                                     |                     | \$35.00  |
| PE1AR               | Replace lost or stolen card*            | Per card                                     |                     | \$250.00   |
| PE1SR               | Space Availability Report*              | Per premises requested                       |                     | \$550.00   |
|                     | POT Bay Arrangements Prior to 6/1/99    | Per cross-connect                            |                     |  |
| PE1PE               | 2-Wire Cross-Connect                    |  | \$0.40              | NA   |
| PE1PF               | 4-Wire Cross-Connect                    |  | \$1.20              | NA   |
| PE1PG               | DS1 Cross-Connect                       |  | \$1.20              | NA   |
| PE1PH               | DS3 Cross-Connect                       |  | \$8.00              | NA   |
| PE1B2               | 2 Fiber Cross-Connect                   |  | \$38.79             | NA   |
| PE1B4               | 4 Fiber Cross-Connect                   |  | \$52.31             | NA   |
| AEH                 | Additional Engineering Fee (Note 5)     | Per request, First half hour/add'l half hour |                     | First/Add'l Basic Time \$31.00/\$22.00<br>Overtime \$37.00/\$26.00 |
|                     | Security Escort                         | Per half hr./Add'l half hr.                  |                     |  |
| PE1BT               | Basic Time                              |  | NA                  | \$41.00/\$25.00  |
| PE1OT               | Overtime                                |  | NA                  | \$48.00/\$30.00  |
| PE1PT               | Premium Time                            |  | NA                  | \$55.00/\$35.00  |

**Note(s)**

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Adelphia will be assessed the full Application Fee for all subsequent activity for completed arrangements.

**EXHIBIT A: BELL SOUTH/Adelphia RATES – GEORGIA**  
**PHYSICAL COLLOCATION (continued)**

- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event Adelphia opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Adelphia as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Adelphia may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Adelphia for the space enclosure, and this fee shall not be applicable.
- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Adelphia may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Adelphia-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2.

**EXHIBIT A: BELLSOUTH/Adelphia RATES – KENTUCKY  
PHYSICAL COLLOCATION**

Rates marked with an asterisk (\*) are interim and are subject to true-up.

| USOC   | Rate Element Description   | Unit  | Recurring Rate (RC)   | Non-Recurring Rate (NRC)  |
|--|--|---|---|---|
| PE1BA  | Application Fee  | Per request                                   | NA  | \$9,926.72  |
| PE1CA  | Subsequent Application Fee (Note 1)                                      | Per request                                   | NA  | \$1,600.00 Minimum  |
|  | Space Preparation  |   |   |   |
|  | Firm Order Processing, NRC   |   | NA  | \$1,211.00*   |
|  | Central Office Modifications, Per sq. ft., per mo.                       |   | \$2.58*   |   |
|  | Common Systems Modifications – Cageless, per sq. ft., per mo.            |   | \$2.96*   |   |
|  | Common Systems Modifications – Cages, per cage, per mo.                  |   | \$100.66*   |   |
| PE1BW<br>PE1CW                                     | Space Enclosure (Note 2)<br>Welded Wire-mesh<br>Welded Wire-mesh         | Per first 100 sq. ft.<br>Per add'l 50 sq. ft. | \$201.02<br>\$20.42   | NA<br>NA  |
| PE1PJ  | Floor Space  | Per sq. ft.                                   | \$5.00  | NA  |
| PE1BD  | Cable Installation   | Per cable                                     | NA  | \$2,327.08  |
| PE1PM  | Cable Support Structure  | Per entrance cable                            | \$24.23   | NA  |
|  | Power  |   |   |   |
|  | Power, per fused amp, per mo.  |   | \$8.86*   |   |
|  | 120V AC Single Phase Standby, per breaker amp, per mo.                   |   | \$5.62*   |   |
|  | 240V AC Single Phase Standby, per breaker amp, per mo.                   |   | \$11.26*  |   |
|  | 120V AC Three Phase Standby, per breaker amp, per mo.                    |   | \$16.88*  |   |
|  | 277V AC Three Phase Standby, per breaker amp, per mo.                    |   | \$38.98*  |   |
| PE1P2<br>PE1P4<br>PE1P1<br>PE1P3<br>PE1F2<br>PE1F4 | Cross Connects<br>2-wire<br>4-wire<br>DS-1<br>DS-3<br>2-fiber<br>4-fiber | Per cross connect                             | \$0.31<br>\$0.62<br>\$1.92<br>\$39.94<br>\$15.64<br>\$28.11 | First/Add'l<br>\$54.21/\$51.07<br>\$54.23/\$50.96<br>\$99.23/\$69.15<br>\$97.48/\$66.90<br>\$41.56/\$29.82<br>\$50.53/\$38.78 |

| KENTUCKY (continued) |   |   |                      |  |
|----------------------|---|---|----------------------|--|
| USOC                 | Rate Element Description  | Unit                                      | Recurring Rate (RC)  | Non-Recurring Rate (NRC)   |
|                      | Co-Carrier Cross-Connect (Note 3)<br>Fiber Cable Support Structure, per linear ft., per cable, per mo.<br>Copper or Coaxial Cable Support Structure, per linear ft., per cable, per mo. |   | \$ .003*<br>\$ .004* | \$540.00*<br>\$540.00*   |
| PE1AX                | Security Access System Security System*   | Per premises                              | \$52.00              |  |
| PE1AA                | New Access Card Activation  | Per card                                  |                      | \$55.00  |
|                      | Administrative change, existing card  | Per card                                  |                      | \$35.00  |
| PE1AR                | Replace lost or stolen card   | Per card                                  |                      | \$250.00   |
| PE1SR                | Space Availability Report   | Per premises requested                    |                      | \$550.00   |
| PE1PE                | POT Bay Arrangements<br>Prior to 6/1/99<br>2-Wire Cross-Connect   | Per cross-connect                         | \$0.06               | NA   |
| PE1PF                | 4-Wire Cross-Connect  |   | \$0.15               | NA   |
| PE1PG                | DS1 Cross-Connect   |   | \$0.58               | NA   |
| PE1PH                | DS3 Cross-Connect   |   | \$4.51               | NA   |
| PE1B2                | 2 Fiber Cross-Connect   |   | \$38.79              | NA   |
| PE1B4                | 4 Fiber Cross-Connect   |   | \$52.31              | NA   |
|                      | Security Escort   | Per half hr./Add'l half hr.               |                      |  |
| PE1BT                | Basic Time  |   | NA                   | \$56.09/\$31.99  |
| PE1OT                | Overtime  |   | NA                   | \$67.75/\$39.00  |
| PE1PT                | Premium Time  |   | NA                   | \$79.41/\$46.01  |
| AEH                  | Additional Engineering Fee (Note 4)   | Per request, first half hr/add'l half hr. |                      | First/Add'l Basic Time<br>\$31.00/\$22.00<br>Overtime<br>\$37.00/\$26.00 |

**EXHIBIT A: BELL SOUTH/Adelphia RATES – KENTUCKY**  
**PHYSICAL COLLOCATION (continued)**

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Adelphia will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Adelphia may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Adelphia for the space enclosure, and this fee shall not be applicable.
- (3) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Adelphia may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (4) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Adelphia-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2.



**EXHIBIT A: BELL SOUTH/Adelphia RATES – LOUISIANA  
PHYSICAL COLLOCATION**

Rates marked with an asterisk (\*) are interim and are subject to true-up.

| USOC  | Rate Element Description                                      | Unit                  | Recurring Rate (RC) | Non-Recurring Rate (NRC)             |
|-------|---|-----------------------|---------------------|--------------------------------------|
| PE1BA | Application Fee   | Per request           | NA                  | \$4,910.00                           |
| PE1CA | Subsequent Application Fee (Note 1)                           | Per request           | NA                  | \$1,600.00 Minimum                   |
|       | Space Preparation   |                       |                     |                                      |
|       | Firm Order Processing, NRC                                    |                       | NA                  | \$1,211.00*                          |
|       | Central Office Modifications, Per sq. ft., per mo.            |                       | \$2.58*             | NA                                   |
|       | Common Systems Modifications – Cageless, per sq. ft., per mo. |                       | \$2.96*             | NA                                   |
|       | Common Systems Modifications – Cages, per cage., per mo.      |                       | \$100.66*           | NA                                   |
| PE1BW | Space Enclosure (Note 2)                                      |                       |                     |                                      |
| PE1CW | Welded Wire-mesh  | Per first 100 sq. ft. | \$197.55            | NA                                   |
|       | Welded Wire-mesh  | Per add'l 50 sq. ft.  | \$20.07             | NA                                   |
| PE1PJ | Floor Space   | Per sq. ft.           | \$4.01              | NA                                   |
| PE1BD | Cable Installation  | Per cable             | NA                  | \$1,706.00 Disconnect charge \$36.00 |
| PE1PM | Cable Support Structure                                       | Per entrance cable    | \$24.05             | NA                                   |
|       | Power   |                       |                     |                                      |
|       | Power, per fused amp, per mo.                                 |                       | \$8.86*             |                                      |
|       | 120V AC Single Phase Standby, per breaker amp, per mo.        |                       | \$5.62*             |                                      |
|       | 240V AC Single Phase Standby, per breaker amp, per mo.        |                       | \$11.26*            |                                      |
|       | 120V AC Three Phase Standby, per breaker amp, per mo.         |                       | \$16.88*            |                                      |
|       | 277V AC Three Phase Standby, per breaker amp, per mo.         |                       | \$38.98*            |                                      |
| PE1P2 | Cross Connects (Note 3)                                       | Per cross connect     |                     | First/Add'l                          |
| PE1P4 | 2-wire  |                       | \$0.26              | \$23.04/\$22.11                      |
| PE1P1 | 4-wire  |                       | \$0.52              | \$23.23/\$22.24                      |
| PE1P3 | DS-1  |                       | \$2.03              | \$43.61/\$30.60                      |
|       | DS-3  |                       | \$36.27             | \$41.46/\$29.20                      |

| LOUISIANA (continued)                              |  |                        |  |  |
|--|--|------------------------|--|--|
| USOC   | Rate Element Description   | Unit                   | Recurring Rate (RC)  | Non-Recurring Rate (NRC)   |
| PE1F2<br>PE1F4                                     | Cross Connects (continued)<br>2-fiber<br>4-fiber<br><br>2-wire<br>4-wire<br>DS-1<br>DS-3<br>2-fiber<br>4-fiber   | Per cross connect      | \$19.13<br>\$34.38   | First/Add'l<br>\$41.07/\$29.63<br>\$49.81/\$38.37<br>Disconnect<br>Charges<br>First/Add'l<br>\$9.48/\$8.54<br>\$9.53/\$8.55<br>\$9.56/\$8.63<br>\$11.06/\$8.86<br>\$12.84/\$10.29<br>\$16.75/\$14.20 |
|  | Co-Carrier Cross-Connect (Note 4)<br>Fiber Cable Support Structure, per linear ft., per cable, per mo.<br>Copper or Coaxial Cable Support Structure, per liner ft., per cable, per mo. |                        | \$ .003*<br>\$ .004*   | \$540.00*<br>\$540.00*   |
| PE1AX  | Security Access System Security System*  | Per premises           | \$52.00  |  |
| PE1AA  | New Access Card Activation*<br>Administrative change, existing card*   | Per card<br>Per card   |  | \$55.00<br>\$35.00   |
| PE1AR  | Replace lost or stolen card  | Per card               |  | \$250.00   |
| PE1SR  | Space Availability Report*   | Per premises requested |  | \$550.00   |
| PE1PE<br>PE1PF<br>PE1PG<br>PE1PH<br>PE1B2<br>PE1B4 | POT Bay Arrangements<br>Prior to 6/1/99<br>2-Wire Cross-Connect<br>4-Wire Cross-Connect<br>DS1 Cross-Connect<br>DS3 Cross-Connect<br>2 Fiber Cross-Connect<br>4 Fiber Cross-Connect    | Per cross-connect      | \$0.0776<br>\$0.1552<br>\$0.6406<br>\$4.75<br>\$47.44<br>\$63.97 | NA<br>NA<br>NA<br>NA<br>NA<br>NA   |

| LOUISIANA (continued) |                                     |   |                     |   |
|-----------------------|-------------------------------------|---|---------------------|---|
| USOC                  | Rate Element Description            | Unit                                      | Recurring Rate (RC) | Non-Recurring Rate (NRC)  |
|                       | Security Escort                     | Per half hr./Add'l half hr.               |                     |   |
| PE1BT                 | Basic Time                          |   | NA                  | \$32.35/\$19.95   |
| PE1OT                 | Overtime                            |   | NA                  | \$40.50/\$25.00   |
| PE1PT                 | Premium Time                        |   | NA                  | \$48.66/\$30.05   |
| AEH                   | Additional Engineering Fee (Note 5) | Per request, first half hr/add'l half hr. |                     | First/Add'l<br>Basic Time<br>\$31.00/\$22.00<br>Overtime<br>\$37.00/\$26.00 |

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Adelphia will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Adelphia may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Adelphia for the space enclosure, and this fee shall not be applicable.

**EXHIBIT A: BELL SOUTH/Adelphia RATES – LOUISIANA**  
**PHYSICAL COLLOCATION (continued)**

- (3) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

|        | First / Additional | Disconnect Charges<br>First / Additional |
|--------|--------------------|--|
| 2-wire | \$24.92/\$23.99    | \$10.56/\$9.62                           |
| 4-wire | \$25.11/\$24.12    | \$10.61/\$9.63                           |
| DS-1   | \$45.49/\$32.48    | \$10.64/\$9.71                           |
| DS-3   | \$43.34/\$31.08    | \$12.14/\$9.94                           |

- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Adelphia may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Adelphia-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2.

(6) **EXHIBIT A: BELL SOUTH/Adelphia RATES – MISSISSIPPI  
PHYSICAL COLLOCATION**

Rates marked with an asterisk (\*) are interim and are subject to true-up.

| USOC           | Rate Element Description   | Unit  | Recurring Rate (RC)                                    | Non-Recurring Rate (NRC)                          |
|----------------|--|---|--|---|
| PE1BA          | Application Fee  | Per request                                   | NA   | \$6,993.00<br>Disconnect Charge<br>\$1.70         |
| PE1CA          | Subsequent Application Fee (Note 1)  | Per request                                   | NA   | \$1,600.00<br>Minimum                             |
|                | Space Preparation<br>Firm Order Processing, NRC<br>Central Office Modifications, Per<br>sq. ft., per mo.   |   | NA<br>\$2.58*  | \$1,211.00*<br>NA                                 |
|                | Common Systems Modifications –<br>Cageless, per sq. ft., per mo.   |   | \$2.96*  | NA  |
|                | Common Systems Modifications –<br>Cages, per cage, per mo.   |   | \$100.66*  | NA  |
| PE1BW<br>PE1CW | Space Enclosure (Note 2)<br>Welded Wire-mesh<br>Welded Wire-mesh   | Per first 100 sq. ft.<br>Per add'l 50 sq. ft. | \$205.08<br>\$20.83                                    | NA<br>NA  |
| PE1PJ          | Floor Space  | Per sq. ft.                                   | \$3.45   |   |
| PE1BD          | Cable Installation   | Per cable                                     | NA   | \$2,419.00<br>Disconnection charge \$53.24        |
| PE1PM          | Cable Support Structure  | Per entrance cable                            | \$22.90  | NA  |
|                | Power<br>Power, per fused amp, per mo.<br>120V AC Single Phase Standby,<br>per breaker amp, per mo.<br>240V AC Single Phase Standby,<br>per breaker amp, per mo.<br>120V AC Three Phase Standby,<br>per breaker amp, per mo.<br>277V AC Three Phase Standby,<br>per breaker amp, per mo. |   | \$8.86*<br>\$5.62*<br>\$11.26*<br>\$16.88*<br>\$38.98* |   |
| PE1P2<br>PE1P4 | Cross Connects (Note 3)<br>2-wire<br>4-wire  | Per cross connect                             | \$3.996<br>\$.7992                                     | First/Add'l<br>\$30.93/\$29.59<br>\$31.17/\$29.77 |

| MISSISSIPPI (continued) |  |                        |                     |                          |
|-------------------------|--|------------------------|---------------------|--------------------------|
| USOC                    | Rate Element Description   | Unit                   | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|                         | Cross Connects (continued)   | Per cross connect      |                     | First/Add'l              |
| PE1P1                   | DS-1   |                        | \$2.90              | \$60.42/\$41.68          |
| PE1P3                   | DS-3   |                        | \$53.31             | \$57.45/\$39.81          |
| PE1F2                   | 2-fiber  |                        | \$15.64             | \$41.56/\$29.82          |
| PE1F4                   | 4-fiber  |                        | \$28.11             | \$50.53/\$38.78          |
|                         |  |                        |                     | Disconnect Charges       |
|                         |  |                        |                     | First/Add'l              |
|                         | 2-wire   |                        |                     | \$12.76/\$11.43          |
|                         | 4-wire   |                        |                     | \$12.83/\$11.43          |
|                         | DS-1   |                        |                     | \$12.87/\$11.54          |
|                         | DS-3   |                        |                     | \$14.92/\$11.80          |
|                         | 2-fiber  |                        |                     | \$12.96/\$10.34          |
|                         | 4-fiber  |                        |                     | \$16.97/\$14.35          |
|                         | Co-Carrier Cross-Connect (Note 4)  |                        |                     |                          |
|                         | Fiber Cable Support Structure, per linear ft., per cable, per mo.            |                        | \$ .003*            | \$540.00*                |
|                         | Copper or Coaxial Cable Support Structure, per liner ft., per cable, per mo. |                        | \$ .004*            | \$540.00*                |
| PE1AX                   | Security Access System Security System*                                      | Per premises           | \$52.00             |                          |
| PE1AA                   | New Access Card Activation*  | Per card               |                     | \$55.00                  |
|                         | Administrative change, existing card*  | Per card               |                     | \$35.00                  |
| PE1AR                   | Replace lost or stolen card  | Per card               |                     | \$250.00                 |
| PE1SR                   | Space Availability Report*   | Per premises requested |                     | \$550.00                 |
|                         | POT Bay Arrangements Prior to 6/1/99   | Per cross-connect      |                     |                          |
| PE1PE                   | 2-Wire Cross-Connect   |                        | \$0.1195            | NA                       |
| PE1PF                   | 4-Wire Cross-Connect   |                        | \$0.2389            | NA                       |
| PE1PG                   | DS1 Cross-Connect  |                        | \$0.9862            | NA                       |
| PE1PH                   | DS3 Cross-Connect  |                        | \$5.81              | NA                       |
| PE1B2                   | 2 Fiber Cross-Connect  |                        | \$38.79             | NA                       |
| PE1B4                   | 4 Fiber Cross-Connect  |                        | \$52.31             | NA                       |

| MISSISSIPPI (continued) |                                     |   |                     |  |
|-------------------------|-------------------------------------|---|---------------------|--|
| USOC                    | Rate Element Description            | Unit                                      | Recurring Rate (RC) | Non-Recurring Rate (NRC)   |
|                         | Security Escort                     | Per half hr./Add'l half hr.               |                     |  |
| PE1BT                   | Basic Time                          |   | NA                  | \$42.87/\$25.54  |
| PE1OT                   | Overtime                            |   | NA                  | \$54.43/\$32.41  |
| PE1PT                   | Premium Time                        |   | NA                  | \$65.99/\$39.28  |
| AEH                     | Additional Engineering Fee (Note 5) | Per request, first half hr/add'l half hr. |                     | First/Add'l Basic Time<br>\$31.00/\$22.00<br>Overtime<br>\$37.00/\$26.00 |

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Adelphia will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Adelphia may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Adelphia for the space enclosure, and this fee shall not be applicable.

**EXHIBIT A: BELL SOUTH/Adelphia RATES – MISSISSIPPI  
PHYSICAL COLLOCATION (continued)**

- (3) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

|        | First / Additional | Disconnect Charges<br>First / Additional |
|--------|--------------------|--|
| 2-wire | \$33.58 / \$32.24  | \$14.27 / \$12.94                        |
| 4-wire | \$33.82 / \$32.42  | \$14.34 / \$12.94                        |
| DS-1   | \$63.07 / \$44.33  | \$14.38 / \$13.05                        |
| DS-3   | \$60.10 / \$42.46  | \$16.43 / \$13.31                        |

- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Adelphia may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Adelphia-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2.



**EXHIBIT A: BELLSOUTH/Adelphia RATES – NORTH CAROLINA  
PHYSICAL COLLOCATION**

Rates marked with an asterisk (\*) are interim and are subject to true-up.

| USOC  | Rate Element Description                               | Unit                    | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|-------------------------|---------------------|--------------------------|
| PE1BA | Application Fee  | Per request             | NA                  | \$3,850.00               |
| PE1CA | Subsequent Application Fee (Note 1)                    | Per request             | NA                  | \$1,600.00 Minimum       |
|       | Space Preparation Fee                                  |                         |                     |                          |
|       | Central Office Modification                            | Per sq. ft.             | \$1.57              |                          |
|       | Common Systems Modification – Cageless                 | Per sq. ft.             | \$3.26              |                          |
|       | Common Systems Modification – Caged                    | Per cage                | \$110.79            |                          |
|       | Power  | Per nominal –48v DC Amp | \$5.76              |                          |
|       |  |                         |                     |                          |
| PE1BW | Space Enclosure (Note 2)                               |                         |                     |                          |
| PE1CW | Welded Wire-mesh                                       | Per first 100 sq. ft.   | \$102.76            | NA                       |
|       | Welded Wire-mesh                                       | Per add'l 50 sq. ft.    | \$10.44             | NA                       |
| PE1PJ | Floor Space  | Per sq. ft.             | \$3.45              | NA                       |
| PE1BD | Cable Installation                                     | Per cable               | NA                  | \$2,305.00               |
| PE1PM | Cable Support Structure                                | Per entrance cable      | \$21.33             | NA                       |
|       | Power  |                         |                     |                          |
|       | Power, per fused amp, per mo.                          |                         | \$8.86*             |                          |
|       | 120V AC Single Phase Standby, per breaker amp, per mo. |                         | \$5.62*             |                          |
|       | 240V AC Single Phase Standby, per breaker amp, per mo. |                         | \$11.26*            |                          |
|       | 120V AC Three Phase Standby, per breaker amp, per mo.  |                         | \$16.88*            |                          |
|       | 277V AC Three Phase Standby,                           |                         |                     |                          |
| PE1P2 | Cross Connects (Note 3)                                | Per cross connect       |                     | First/Add'l              |
| PE1P4 | 2-wire   |                         | \$0.32              | \$41.78/\$39.23          |
| PE1P1 | 4-wire   |                         | \$0.64              | \$41.91/\$39.25          |
| PE1P3 | DS-1   |                         | \$2.34              | \$71.02/\$51.08          |
| PE1F2 | DS-3   |                         | \$42.84             | \$69.84/\$49.43          |
| PE1F4 | 2-fiber  |                         | \$15.99             | \$67.34/\$48.55          |
|       | 4-fiber  |                         | \$28.74             | \$82.35/\$63.56          |

| NORTH CAROLINA (continued) |  |   |                      |  |
|----------------------------|--|---|----------------------|--|
| USOC                       | Rate Element Description   | Unit                                      | Recurring Rate (RC)  | Non-Recurring Rate (NRC)   |
|                            | Co-Carrier Cross-Connect (Note 4)<br>Fiber Cable Support Structure, per linear ft., per cable, per mo.<br>Copper or Coaxial Cable Support Structure, per liner ft., per cable, per mo. |   | \$ .003*<br>\$ .004* | \$540.00*<br>\$540.00*   |
| PE1AX                      | Security Access System Security System*  | Per premises                              | \$52.00              |  |
| PE1AA                      | New Access Card Activation*<br>Administrative change, existing card*   | Per card<br>Per card                      |                      | \$55.00<br>\$35.00   |
| PE1AR                      | Replace lost or stolen card  | Per card                                  |                      | \$250.00   |
| PE1SR                      | Space Availability Report*   | Per premises requested                    |                      | \$550.00   |
| PE1PE                      | POT Bay Arrangements<br>Prior to 6/1/99<br>2-Wire Cross-Connect  | Per cross-connect                         | \$0.10               | NA   |
| PE1PF                      | 4-Wire Cross-Connect   |   | \$0.19               | NA   |
| PE1PG                      | DS1 Cross-Connect  |   | \$0.79               | NA   |
| PE1PH                      | DS3 Cross-Connect  |   | \$4.85               | NA   |
| PE1B2                      | 2 Fiber Cross-Connect  |   | \$39.67              | NA   |
| PE1B4                      | 4 Fiber Cross-Connect  |   | \$53.49              | NA   |
|                            | Security Escort  | Per half hr./Add'l half hr.               |                      |  |
| PE1BT                      | Basic Time   |   | NA                   | \$42.92/\$25.56  |
| PE1OT                      | Overtime   |   | NA                   | \$54.51/\$32.44  |
| PE1PT                      | Premium Time   |   | NA                   | \$66.10/\$39.32  |
| AEH                        | Additional Engineering Fee (Note 5)  | Per request, first half hr/add'l half hr. |                      | First/Add'l Basic Time<br>\$31.00/\$22.00<br>Overtime<br>\$37.00/\$26.00 |

**EXHIBIT A: BELLSOUTH/Adelphia RATES – NORTH CAROLINA**  
**PHYSICAL COLLOCATION (continued)**

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Adelphia will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Adelphia may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Adelphia for the space enclosure, and this fee shall not be applicable.
- (3) **Cross Connect:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

|        | <u>First/Additional</u> |
|--------|-------------------------|
| 2-wire | \$46.53/\$43.98         |
| 4-wire | \$46.64/\$43.98         |
| DS-1   | \$75.72/\$55.78         |
| DS-3   | \$74.54/\$54.13         |

- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Adelphia may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

**EXHIBIT A: BELLSOUTH/Adelphia RATES – NORTH CAROLINA  
PHYSICAL COLLOCATION (continued)**

- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Adelphia-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2.

**EXHIBIT A: BELLSOUTH/Adelphia RATES – SOUTH CAROLINA  
PHYSICAL COLLOCATION**

Rates marked with an asterisk (\*) are interim and are subject to true-up.

| USOC  | Rate Element Description                                      | Unit                  | Recurring Rate (RC) | Non-Recurring Rate (NRC)       |
|-------|---|-----------------------|---------------------|--------------------------------|
| PE1BA | Application Fee   | Per request           | NA                  | \$4,850.00                     |
| PE1CA | Subsequent Application Fee (Note 1)                           | Per request           | NA                  | \$1,600.00 Minimum             |
|       | Space Preparation<br>Firm Order Processing, NRC               |                       | NA                  | \$1,211.00*                    |
|       | Central Office Modifications, Per sq. ft., per mo.            |                       | \$2.58*             | NA                             |
|       | Common Systems Modifications – Cageless, per sq. ft., per mo. |                       | \$2.96*             | NA                             |
|       | Common Systems Modifications – Cages, per cage., per mo.      |                       | \$100.66*           | NA                             |
| PE1BW | Space Enclosure (Note 2)<br>Welded Wire-mesh                  | Per first 100 sq. ft. | \$224.60            | NA                             |
| PE1CW | Welded Wire-mesh  | Per add'l 50 sq. ft.  | \$22.81             | NA                             |
| PE1PJ | Floor Space   | Per sq. ft.           | \$3.90              | NA                             |
| PE1BD | Cable Installation  | Per cable             | NA                  | \$2,217.00                     |
| PE1PM | Cable Support Structure                                       | Per entrance cable    | \$24.55             | NA                             |
|       | Power   |                       |                     |                                |
|       | Power, per fused amp, per mo.                                 |                       | \$8.86*             |                                |
|       | 120V AC Single Phase Standby, per breaker amp, per mo.        |                       | \$5.62*             |                                |
|       | 240V AC Single Phase Standby, per breaker amp, per mo.        |                       | \$11.26*            |                                |
|       | 120V AC Three Phase Standby, per breaker amp, per mo.         |                       | \$16.88*            |                                |
|       | 277V AC Three Phase Standby, per breaker amp, per mo.         |                       | \$38.98*            |                                |
| PE1P2 | Cross Connects (Note 3)<br>2-wire                             | Per cross connect     | \$3648              | First/Add'l<br>\$41.50/\$38.94 |
| PE1P4 | 4-wire  |                       | \$7297              | \$41.56/\$38.90                |
| PE1P1 | DS-1  |                       | \$2.70              | \$70.79/\$50.78                |
| PE1P3 | DS-3  |                       | \$49.24             | \$69.60/\$49.14                |
| PE1F2 | 2-fiber   |                       | \$15.06             | \$69.28/\$48.89                |
| PE1F4 | 4-fiber   |                       | \$27.08             | \$84.07/\$63.68                |

| SOUTH CAROLINA (continued) |   |   |                      |  |
|----------------------------|---|---|----------------------|--|
| USOC                       | Rate Element Description  | Unit                                      | Recurring Rate (RC)  | Non-Recurring Rate (NRC)   |
|                            | Co-Carrier Cross-Connect (Note 4)<br>Fiber Cable Support Structure, per linear ft., per cable, per mo.<br>Copper or Coaxial Cable Support Structure, per linear ft., per cable, per mo. |   | \$ .003*<br>\$ .004* | \$540.00*<br>\$540.00*   |
| PE1AX                      | Security Access System Security System*   | Per premises                              | \$52.00              |  |
| PE1AA                      | New Access Card Activation*<br>Administrative change, existing card*  | Per card<br>Per card                      |                      | \$55.00<br>\$35.00   |
| PE1AR                      | Replace lost or stolen card   | Per card                                  |                      | \$250.00   |
| PE1SR                      | Space Availability Report*  | Per premises requested                    |                      | \$550.00   |
| PE1PE                      | POT Bay Arrangements<br>Prior to 6/1/99<br>2-Wire Cross-Connect   | Per cross-connect                         | \$0.1091             | NA   |
| PE1PF                      | 4-Wire Cross-Connect  |   | \$0.2181             | NA   |
| PE1PG                      | DS1 Cross-Connect   |   | \$0.9004             | NA   |
| PE1PH                      | DS3 Cross-Connect   |   | \$5.64               | NA   |
| PE1B2                      | 2 Fiber Cross-Connect   |   | \$37.36              | NA   |
| PE1B4                      | 4 Fiber Cross-Connect   |   | \$50.38              | NA   |
| PE1BT                      | Security Escort<br>Basic Time   | Per half hr./Add'l half hr.               | NA                   | \$43.00/\$25.57  |
| PE1OT                      | Overtime  |   | NA                   | \$54.62/\$32.46  |
| PE1PT                      | Premium Time  |   | NA                   | \$66.24/\$39.35  |
| AEH                        | Additional Engineering Fee (Note 5)   | Per request, first half hr/add'l half hr. |                      | First/Add'l Basic Time<br>\$31.00/\$22.00<br>Overtime<br>\$37.00/\$26.00 |

**EXHIBIT A: BELLSOUTH/Adelphia RATES – SOUTH CAROLINA**  
**PHYSICAL COLLOCATION (continued)**

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Adelphia will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Adelphia may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Adelphia for the space enclosure, and this fee shall not be applicable.
- (3) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

|        | <u>First / Additional</u> |
|--------|---------------------------|
| 2-wire | \$46.66 / \$44.10         |
| 4-wire | \$46.68 / \$44.02         |
| DS-1   | \$75.88 / \$55.87         |
| DS-3   | \$74.69 / \$54.23         |

**EXHIBIT A: BELLSOUTH/Adelphia RATES – SOUTH CAROLINA**  
**PHYSICAL COLLOCATION (continued)**

- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Adelphia may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Adelphia-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2.



**EXHIBIT A: BELLSOUTH/Adelphia RATES – TENNESSEE  
PHYSICAL COLLOCATION**

**\* Rates are interim and are subject to true-up.**

| USOC   | Rate Element Description   | Unit  | Recurring Rate (RC)   | Non-Recurring Rate (NRC)  |
|--|--|---|---|---|
| PE1BA  | Application Fee  | Per request                                   | NA  | \$3,850.00  |
| PE1CA  | Subsequent Application Fee (Note 1)                                      | Per request                                   | NA  | \$1,600.00<br>Minimum   |
|  | Space Preparation<br>Firm Order Processing, NRC                          |   | NA  | \$1,211.00*   |
|  | Central Office Modifications, Per sq. ft., per mo.                       |   | \$2.58*   | NA  |
|  | Common Systems Modifications – Cageless, per sq. ft., per mo.            |   | \$2.96*   | NA  |
|  | Common Systems Modifications – Cages, per cage., per mo.                 |   | \$100.66*   | NA  |
| PE1BW<br>PE1CW                                     | Space Enclosure (Note 2)<br>Welded Wire-mesh<br>Welded Wire-mesh         | Per first 100 sq. ft.<br>Per add'l 50 sq. ft. | \$190.79<br>\$19.38   | NA<br>NA  |
| PE1PJ  | Floor Space  | Per sq. ft.                                   | \$7.50  | NA  |
| PE1BD  | Cable Installation   | Per cable                                     | NA  | \$2,750.00  |
| PE1PM  | Cable Support Structure  | Per entrance cable                            | \$13.35   | NA  |
|  | Power  |   |   |   |
|  | Power, per fused amp, per mo.  |   | \$8.86*   |   |
|  | 120V AC Single Phase Standby, per breaker amp, per mo.                   |   | \$5.62*   |   |
|  | 240V AC Single Phase Standby, per breaker amp, per mo.                   |   | \$11.26*  |   |
|  | 120V AC Three Phase Standby, per breaker amp, per mo.                    |   | \$16.88*  |   |
|  | 277V AC Three Phase Standby, per breaker amp, per mo.                    |   | \$38.98*  |   |
| PE1P2<br>PE1P4<br>PE1P1<br>PE1P3<br>PE1F2<br>PE1F4 | Cross Connects<br>2-wire<br>4-wire<br>DS-1<br>DS-3<br>2-fiber<br>4-fiber | Per cross connect                             | \$0.30<br>\$0.50<br>\$8.00<br>\$72.00<br>\$15.64<br>\$28.11 | First/Add'l<br>\$19.20/\$19.20<br>\$19.20/\$19.20<br>\$155.00/\$27.00<br>\$155.00/\$27.00<br>\$41.56/\$29.82<br>\$50.53/\$38.78 |

| TENNESSEE (continued) |   |   |                      |  |
|-----------------------|---|---|----------------------|--|
| USOC                  | Rate Element Description  | Unit                                      | Recurring Rate (RC)  | Non-Recurring Rate (NRC)   |
|                       | Co-Carrier Cross-Connect (Note 3)<br>Fiber Cable Support Structure, per linear ft., per cable, per mo.<br>Copper or Coaxial Cable Support Structure, per linear ft., per cable, per mo. |   | \$ .003*<br>\$ .004* | \$540.00*<br>\$540.00*   |
| PE1AX                 | Security Access System Security System  | Per premises                              | \$52.00              |  |
| PE1AA                 | New Access Card Activation  | Per card                                  |                      | \$55.00  |
|                       | Administrative change, existing card  | Per card                                  |                      | \$35.00  |
| PE1AR                 | Replace lost or stolen card   | Per card                                  |                      | \$250.00   |
| PE1SR                 | Space Availability Report*  | Per premises requested                    |                      | \$550.00   |
| PE1PE                 | POT Bay Arrangements<br>Prior to 6/1/99<br>2-Wire Cross-Connect   | Per cross-connect                         | \$0.40               | NA   |
| PE1PF                 | 4-Wire Cross-Connect  |   | \$1.20               | NA   |
| PE1PG                 | DS1 Cross-Connect   |   | \$1.20               | NA   |
| PE1PH                 | DS3 Cross-Connect   |   | \$8.00               | NA   |
| PE1B2                 | 2 Fiber Cross-Connect   |   | \$38.79              | NA   |
| PE1B4                 | 4 Fiber Cross-Connect   |   | \$52.31              | NA   |
|                       | Security Escort   | Per half hr./Add'l half hr.               |                      |  |
| PE1BT                 | Basic Time  |   | NA                   | \$41.00/\$25.00  |
| PE1OT                 | Overtime  |   | NA                   | \$48.00/\$30.00  |
| PE1PT                 | Premium Time  |   | NA                   | \$55.00/\$35.00  |
| AEH                   | Additional Engineering Fee (Note 4)   | Per request, first half hr/add'l half hr. |                      | First/Add'l Basic Time<br>\$31.00/\$22.00<br>Overtime<br>\$37.00/\$26.00 |

**EXHIBIT A: BELLSouth/Adelphia RATES – TENNESSEE**  
**PHYSICAL COLLOCATION (continued)**

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Adelphia will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Adelphia may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Adelphia for the space enclosure, and this fee shall not be applicable.
- (3) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Adelphia may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (4) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Adelphia-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2.

**EXHIBIT B**  
Page 1 of 4

**ENVIRONMENTAL AND SAFETY  
PRINCIPLES**

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

**1. GENERAL PRINCIPLES**

1.1 Compliance with Applicable Law. BellSouth and Adelphia agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and Adelphia shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. Adelphia should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Adelphia to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Adelphia will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Adelphia space with proper notification. BellSouth reserves the right to stop any Adelphia work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Adelphia are owned by Adelphia. Adelphia will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Adelphia or different hazardous materials used by Adelphia at BellSouth Facility. Adelphia must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

**EXHIBIT B**  
**Page 2 of 4**

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Adelphia to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Adelphia will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Adelphia will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Adelphia must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and Adelphia shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

## **2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

When performing functions that fall under the following Environmental categories on BellSouth's Premises, Adelphia agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Adelphia further agrees to cooperate with BellSouth to ensure that Adelphia's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Adelphia, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

2. Categories for Consideration of Environmental Issues (cont.)

| ENVIRONMENTAL CATEGORIES  | ENVIRONMENTAL ISSUES   | ADDRESSED BY THE FOLLOWING DOCUMENTATION  |
|---|--|---|
| Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)  | Pollution liability insurance<br><br>EVET approval of contractor   | Std T&C 450<br>GU-BTEN-001BT, Chapter 4<br>Std T&C 660-3<br>GU-BTEN-001BT, Chapter 10                                 |
| Emergency response  | Hazmat/waste release/spill<br>firesafety emergency   | GU-BTEN-001BT, Chapter<br>Building Emergency Operations<br>Plan (EOP) (specific to<br>Premises)                       |
| Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks) | Performance of services in accordance with BST's environmental M&Ps<br><br>Insurance   | Std T&C 450<br>Std T&C 450-B (Contact<br>E/S or your DEC/LDEC for copy<br>of appropriate E/S M&Ps.)<br>Std T&C 660    |
| Transportation of hazardous material  | Pollution liability insurance<br><br>EVET approval of contractor   | Std T&C 450<br>GU-BTEN-001BT, Chapter 4<br>Std T&C 660-3<br>GU-BTEN-001BT, Chapter 10                                 |
| Maintenance/operations work which may produce a waste<br><br>Other maintenance work   | Protection of BST employees and equipment  | Std T&C 450<br>GU-BTEN-001BT, Chapter 10<br>29CFR 1910.147<br>29CFR 1910 Subpart O                                    |
| Janitorial services   | All waste removal and disposal must conform to all applicable federal, state and local regulations<br><br>All HazMat & Waste<br>Asbestos notification<br>protection of BST employees and equipment | P&SM Manager – Procurement<br>GU-BTEN-001BT, Chapter 4,<br>GU-BTEN-001BT, Chapter 3<br>BSP 010-170-001BS (Hazcom)     |
| Manhole cleaning  | Pollution liability insurance<br><br>Manhole entry requirements<br><br>EVET approval of contractor   | Std T&C 450<br>Std T&C 660-3<br>BSP 620-145-011PR<br>Issue A, August 1996<br>GU-BTEN-001BT, Chapter 10<br>RL9706008BT |
| Removing or disturbing building materials that may contain asbestos   | Asbestos work practices  | GU-BTEN-001BT, Chapter 3  |

### 3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

### 4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

## **Attachment 5**

### **Access to Numbers and Number Portability**



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## **ACCESS TO NUMBERS AND NUMBER PORTABILITY**

### **1. Non-Discriminatory Access to Telephone Numbers**

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

- 1.1 During the term of this Agreement, each Party shall contact the North American Numbering Plan Administrator, currently Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, each Party will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 For the purposes of the resale of BellSouth's telecommunications services by Adelphia, BellSouth will provide Adelphia with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. Where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code ("CLLIC") both Parties may be forced to cancel their reservations of numbers. So long as BellSouth applies the shortage policy to itself and other CLECs on a non-discriminatory basis, Adelphia shall comply with BellSouth requests to release telephone number reservations.
- 1.3. Further, upon Adelphia request and for the purposes of the resale of BellSouth's telecommunications services by Adelphia, BellSouth will reserve up to 100 telephone numbers per CLLIC, for Adelphia's sole use. Such telephone number reservations shall be transmitted to Adelphia via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. Where there is a shortage of telephone numbers in a particular CLLIC BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for Adelphia's reasonable need in that particular CLLIC. BellSouth will apply any policies to address such shortages on a non-discriminatory basis to itself, Adelphia, and other CLECs.

### **2. Number Portability Permanent Solution**

- 2.1 The FCC, the Commissions, and industry forums have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement, in accordance with the Act and applicable rules, a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this Attachment and in FCC rules and orders, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in a switch.

- 2.2 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's Tariff FCC No. 1 and will be billed to Adelphia where Adelphia is a subscriber to local switching or where Adelphia is a reseller of BellSouth telecommunications services. This charge will not be discounted.

3. **Service Provider Number Portability**

- 3.1 Definition. Until the industry-wide permanent solution is implemented in a switch, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

- 3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of Adelphia. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the Adelphia switch that serves the subscriber.

- 3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

3.4 Rates

Rates for SPNP are set out in Exhibit A to this Attachment.

4. **SPNP Implementation**

- 4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

- 4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.
- 4.3 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a local channel and dedicated transport are as set forth in Exhibit C of Attachment 2. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.
- 4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.
- 4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted

non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

- 4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch and other equipment and facilities are capable of accepting SPNP ported traffic. Neither Party shall be responsible for its inability to port calls to the other Party when such inability is caused by inadequate or insufficient equipment or facilities of the other Party. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing thirty (30) days' prior written notice.
- 4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.7 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.

- 4.8 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

**5. Transition to Permanent Number Portability**

- 5.1 Once a PNP is implemented in a switch both Parties must withdraw their SPNP offerings for that switch to the extent required under the Act and FCC rules and orders. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the switch. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.
- 5.2 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP consistent with the directives of the FCC in those orders and rules. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

**6. True-up**

**This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.**

- 6.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

The interim prices shall be true-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of Section 6.3 below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event

of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions and Attachment 1 of this Agreement.

6.2 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

6.3 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

- (a) BellSouth and CLEC is entitled to be a full Party to the proceeding;
- (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
- (c) In the case of loops only, it shall include as an issue the geographic deaveraging of network element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

## 7. Operational Support System (OSS) Rates

BellSouth has developed and made available the following mechanized systems by which Adelphia may submit LSRs electronically.

LENS                      Local Exchange Navigation System  
EDI                        Electronic Data Interchange

TAG                        Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

| OPERATIONAL SUPPORT SYSTEMS   | AL, GA, LA, MS, SC | FL, KY, NC, TN |
|---|--------------------|----------------|
| OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces | \$3.50             | \$3.50         |
|   | SOMECH             | SOMECH         |



|   |                             |                      |
|---|-----------------------------|----------------------|
| Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces | See applicable rate element | \$19.99<br><br>SOMAN |
|---|-----------------------------|----------------------|

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

#### Denial/Restoral OSS Charge

In the event Adelphia provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

#### Cancellation OSS Charge

Adelphia will incur an OSS charge for an accepted LSR that is later canceled by Adelphia.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

#### Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for network elements and other services ordered by means other than one of the interactive interfaces. These ordered network elements and other services manual additive NRCs will apply in these states, rather than the charge per LSR submitted by means other than the OSS interactive interface, as set forth above.

#### Threshold Billing Plan

The Parties agree that Adelphia will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

| Year | Ratio: Mechanized/Total LSRs |
|------|------------------------------|
| 2000 | 80%                          |
| 2001 | 90%                          |

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.



**Attachment 6**  
**Ordering and Provisioning**

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## ORDERING AND PROVISIONING

### 1. **Quality of Ordering and Provisioning**

- 1.1 All the negotiated terms and conditions set forth in this Attachment pertain to ordering and provisioning.
- 1.2 BellSouth shall provide ordering and provisioning services to Adelphia that are equal to the ordering and provisioning services BellSouth provides to itself or any other carrier. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Friday: 8:00AM - 6:00 PM location time (excluding holidays)  
(Resale/Network Element non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday: 8:00 AM - 6:00 PM location time (excluding holidays) (for resale/UNE non-coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed.

- 1.3 All other Adelphia requests for provisioning services are considered outside of the normal hours of operation and may be performed subject to the application of overtime charges set forth in BellSouth Tariff FCC No. 1.
- 1.4 It is understood and agreed that BellSouth technicians involved in provisioning service to Adelphia may work shifts outside of BellSouth's regular working hours as defined in Section 1.2 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that Adelphia requests that work necessarily required in the provisioning of service be performed outside BellSouth's regular working hours and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of Adelphia, BellSouth will not assess Adelphia additional overtime charges beyond the rates and charges specified in this Agreement.

### 2. **Access to Operational Support Systems**

- 2.1 BellSouth shall provide Adelphia access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:
- 2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer record information includes Customer Record Information but is not limited to, customer specific information in CRIS and RSAG.. In addition, Adelphia shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, Adelphia shall provide paper copies of customer record information within a reasonable period of time upon request by BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that Adelphia and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain network elements and other services. The EDI interface can be integrated with the TAG pre-ordering interface by Adelphia. BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface.
- 2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows Adelphia to report and monitor service troubles and obtain repair services. BellSouth shall offer Adelphia service trouble reporting in a non-discriminatory manner that provides Adelphia the equivalent ability to report and monitor service troubles that BellSouth provides to itself, its affiliates and any other carrier. BellSouth also provides Adelphia an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers Adelphia access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If Adelphia requests BellSouth to repair a trouble after normal working hours, Adelphia will be billed the appropriate overtime charges associated with this request at the rates set forth in BellSouth Tariff FCC No. 1.

- 2.5 Migration of Adelphia to New BellSouth Software Releases for National Standard Machine-to-Machine Electronic Interfaces. BellSouth will issue new software releases for new national standards its national standard, machine-to-machine electronic interfaces as needed to improve operations and meet standards and regulatory requirements. When a new release of new national standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to Adelphia advising Adelphia of the release date of N+1 and the discontinue date of N-1 no less than thirty (30) days prior to the new release to allow Adelphia to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.
- 2.6 Rates. Charges for use of Operational Support Systems shall be as set forth in Attachments 1 and 2 of this Agreement.
- 2.7 Adelphia, by written notice to its account manager, may assign to a third party agent the right to access BellSouth's OSS on Adelphia's behalf for purposes of establishing interfaces and placing Adelphia orders for interconnection, UNEs and services provided under this Agreement. BellSouth will provide Adelphia's third party agent the same nondiscriminatory access to OSS that BellSouth provides to Adelphia and other CLECs. Such agent shall utilize BellSouth's OSS using Adelphia's ACNAs, CIC, and OCNs and shall be bound by all the terms, conditions, and requirements set forth in this Agreement relating to OSS.
3. **Miscellaneous Ordering and Provisioning Guidelines**
- 3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by Adelphia will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Adelphia wishes to reinstate an order, Adelphia may be required to submit a new service order.
- 3.2 Single Point of Contact. Adelphia will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Adelphia to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. If they have not already done so, Adelphia and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by Adelphia to provide

service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify Adelphia that such an order has been processed, but will not be required to notify Adelphia in advance of such processing.

- 3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.
- 3.3.1 Upon receipt of a service order that results in a disconnect of an Adelphia customer that was served, in whole or in part, by use of BellSouth facilities or service, BellSouth will do the following:
- 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines in the Guides.
- 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
- 3.3.1.3 Notify Adelphia with five (5) business days after the disconnect order is completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 Cancellation Charges. If Adelphia cancels an order for network elements or other services, BellSouth may recover, consistent with the methodology set forth in BellSouth Tariff FCC No. 1, Section 5.4, any reasonable and demonstrable costs incurred by BellSouth in conjunction with the provisioning of that order prior to cancellation.

**Attachment 7**

**Billing and Billing Accuracy Certification**

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## BILLING AND BILLING ACCURACY CERTIFICATION

### 1. **Payment and Billing Arrangements**

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

- 1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Adelphia requests. BellSouth will bill and record in accordance with this Agreement those charges Adelphia incurs as a result of Adelphia purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum. BellSouth will provide Adelphia thirty (30) days' prior notice of billing format changes.

- 1.1.1 For any service(s) BellSouth orders from Adelphia, Adelphia shall bill BellSouth in CABS format or a format approximating industry standards for access billing to include (1) the following elements for facilities: circuit identification number; purchase order number (for new order only); due date (for new order only); total amount billed; total amount billed per rate element (broken down by monthly and nonrecurring rate elements); and (2) the following elements for usage: minutes of use; percent local usage; total amount billed for each rate element; total amount billed; and contract rate for each rate element. Adelphia reserves the right, in special and emergency circumstances, to issue bills in a manually-developed format.

Address for BellSouth receipt of bills:

Interconnection Purchasing Center  
BellSouth  
7<sup>th</sup> Floor  
600 North 19<sup>th</sup> Street  
Atlanta, GA 35203

Address for Adelphia receipt of bills:

Cost of Service Manager – Job Center  
1 North Main Street  
Coudersport, PA 16915

- 1.1.2 Bill Media. Each Party agrees to provide formatted bills in the other party's preferred media, if possible. Adelphia's preferred media is CD ROM. BellSouth preferred media is paper. In lieu of the preferred media, each Party agrees to accept bills on 3.5" disk or paper until the preferred media option becomes available. If either Party

requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

- 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

- 1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, where Adelphia has not already done so, it will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable. BellSouth will notify Adelphia within seven (7) business days of its receipt of documentation from Adelphia whether any additional information is required. BellSouth will use its best efforts to provide Adelphia written confirmation within three (3) business days of establishing the Master Account that such account has been opened. BellSouth shall also provide Adelphia a tax exemption certificate, if applicable.

- 1.3 Payment Responsibility. Payment of all undisputed charges will be the responsibility of the billed Party. The billed Party shall make payment to the billing Party for all services billed where the charges for such services are undisputed. The billing Party is not responsible for payments not received by the billed Party from the billed Party's customer. The Billing Party will not become involved in billing disputes that may arise between the billed Party and its customer. Payments made to the billing Party on account will be credited to an accounts receivable master account and not to an end user's account. For purposes of this Section 1, "undisputed amounts" shall mean amounts charged to the billed Party for which the billed Party has not submitted a good faith billing dispute in writing in accordance with this Attachment 7.

- 1.4 Payment Due. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when immediately available funds are received.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

- 1.5 Tax Exemption. Upon proof of tax exempt certification from a Party, the total amount billed to that Party will not include those taxes or fees for which the Party is exempt. Each Party will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to its end users.
- 1.6 Late Payment. If any portion of the payment is received by the billing Party after the payment due date as set forth preceding, or if any portion of the payment is received by the billing Party in funds that are not immediately available to the billing Party, then a late payment penalty shall be due to the billing Party. The late payment penalty shall be the portion of the undisputed payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor for BellSouth shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, depending on the service provided. Adelphia will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or in applicable state law. The late factor for Adelphia shall be as set forth in Adelphia's effective intrastate access tariff as filed with the Commission.
- 1.7 Discontinuing Service to Adelphia. The procedures for discontinuing service to Adelphia are as follows:
- 1.7.1 BellSouth reserves the right to suspend or terminate service upon seven (7) days written notice in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Adelphia of the rules and regulations of BellSouth's Tariffs. If Adelphia should cure the alleged violation within the applicable notice time frame, BellSouth shall not suspend or terminate service.
- 1.7.2 BellSouth reserves the right to refuse additional application for service or to suspend or terminate service if payment of undisputed amounts is not received by the bill day in the month after the original bill day. If BellSouth exercises its right to refuse additional applications pursuant to this Section, BellSouth will provide prior written notice to Adelphia that additional applications for service will be refused and that any pending orders for service will not be completed if payment of undisputed amounts is not received by the fifteenth day following the date of the notice. If BellSouth exercises its right to suspend or terminate service, BellSouth will give thirty (30) days prior written notice to the person designated by Adelphia to receive notices of noncompliance, and discontinue the provision of existing services to Adelphia if Adelphia does not cure within the thirty (30) day timeframe. BellSouth may exercise its rights under this Section separately or simultaneously. For purposes of this Section 1.7, "undisputed amounts" shall mean amounts charged to Adelphia for which Adelphia has not submitted a good faith billing dispute in writing in accordance with this Attachment 7.

- 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Adelphia's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Adelphia without further notice.
- 1.7.5 If payment of undisputed amounts is not received or satisfactory arrangements made for payment by the date given in the written notification, Adelphia's services will be discontinued. Upon discontinuance of service on Adelphia's account, service to Adelphia's end users will be denied. BellSouth will reestablish service at the request of the end user or Adelphia for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Adelphia is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.
- 1.8 Deposit Policy. When purchasing services from BellSouth, if it has not already done so, Adelphia will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit, which shall not exceed two months' estimated billings. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release Adelphia from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, gross monthly billing has increased beyond the level initially used to determine the level of security, or there is a material change in Adelphia's financial circumstances BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in Adelphia's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.
- 1.9 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

## **2. Optional Billing Quality Assurance Program**

- 2.1 Upon request, BellSouth and Adelphia will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.
- 2.2 As part of the billing quality assurance program, BellSouth and Adelphia will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide Adelphia with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, Adelphia will pay all bills received from BellSouth in full by the payment due date.
- 2.3 Discrepancies over billing for local services will be addressed in an orderly manner via a mutually agreed upon billing exemption process.
- 2.3.1 Each Party agrees to notify in writing the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.
- 2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the bill date. The month being closed represents those charges that were billed or should have been billed by the designated bill date.

## **3. Billing Disputes**

- 3.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.
- 3.2 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.
- 3.3 If the Parties are unable to resolve the issues relating to the dispute in the normal course of business within 60 days after delivery of notice of the dispute, each of the Parties shall appoint a designated representative who has authority to settle the

dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute.

- 3.4 If the Parties are unable to resolve issues related to the dispute within thirty (30) days after the Parties' appointment of designated representatives pursuant to Section 3.4, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.
- 3.5 Each Party reserves any rights it may have to seek judicial review of any ruling by the Commission concerning this Agreement.
- 3.6 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. In the event the billing dispute is ultimately resolved in favor of the disputing party, that Party shall not be liable for any of the disputed charges or any of the associated late payments. If the dispute is resolved against the disputing Party, the Party shall pay all disputed charges and all associated late payment charges no later than the second bill date after the resolution of the dispute. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

**4. Revenue Accounting Office Hosting**

This section shall apply only to the extent that Adelphia selects BellSouth as its RAO host.

- 4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Adelphia by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

- 4.2 Adelphia shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 4.3 Compensation amounts, if applicable, will be billed by BellSouth to Adelphia on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4.4 Adelphia must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from Adelphia to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of Adelphia and will coordinate all associated conversion activities.
- 4.5 BellSouth will receive messages from Adelphia that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Adelphia.
- 4.7 All data received from Adelphia that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 4.8 All data received from Adelphia that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Adelphia and will forward them to Adelphia on a daily basis.
- 4.10 Transmission of message data between BellSouth and Adelphia will be via CONNECT:Direct.
- 4.11 All messages and related data exchanged between BellSouth and Adelphia will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

- 4.12 Adelphia will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 4.13 Should it become necessary for Adelphia to send data to BellSouth more than sixty (60) days past the message date(s), Adelphia will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and Adelphia to notify all affected Parties.
- 4.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Adelphia) identified and agreed to, the company responsible for creating the data (BellSouth or Adelphia) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from Adelphia, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Adelphia of the error condition. Adelphia will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Adelphia will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 4.16 In association with message distribution service, BellSouth will provide Adelphia with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 4.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.
- 4.18 RAQ Compensation
- 4.18.1 Rates for message distribution service provided by BellSouth for Adelphia are as set forth in Exhibit A to this Attachment.



- 4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .
- 4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and Adelphia for the purpose of data transmission. Where a dedicated line is required, Adelphia will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Adelphia will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Adelphia. Additionally, all message toll charges associated with the use of the dial circuit by Adelphia will be the responsibility of Adelphia. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- 4.18.4 All equipment, including modems and software, that is required on Adelphia's end for the purpose of data transmission will be the responsibility of Adelphia.
- 4.19 Intercompany Settlements Messages
- 4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Adelphia as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Adelphia and the involved company(ies), unless that company is participating in NICS.
- 4.19.2 Both traffic that originates outside the BellSouth region by Adelphia and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Adelphia, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by Adelphia, involves a company other than Adelphia, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 4.19.3 Once Adelphia is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 4.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Adelphia. BellSouth will distribute copies of these reports to Adelphia on a monthly basis.

- 4.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Adelphia. BellSouth will distribute copies of these reports to Adelphia on a monthly basis.
- 4.19.6 BellSouth will collect the revenue earned by Adelphia from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of Adelphia. BellSouth will remit the revenue billed by Adelphia to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf of Adelphia. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Adelphia via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 4.19.7 BellSouth will collect the revenue earned by Adelphia within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Adelphia. BellSouth will remit the revenue billed by Adelphia within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Adelphia via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and Adelphia agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

**5. Optional Daily Usage File**

- 5.1 Upon written request from Adelphia, BellSouth will provide the Optional Daily Usage File (ODUF) service to Adelphia pursuant to the terms and conditions set forth in this section.
- 5.2 Adelphia shall furnish all relevant information required by BellSouth for the provision of ODUF.
- 5.3 ODUF will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Adelphia customer.

Charges for delivery of ODUF will appear on Adelphia's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

- 5.4 ODUF will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 5.5 Messages that error in the billing system of Adelphia will be the responsibility of Adelphia. If, however, Adelphia should encounter significant volumes of errored messages that prevent processing by Adelphia within its systems, BellSouth will work with Adelphia to determine the source of the errors and the appropriate resolution.
- 5.6 The following specifications shall apply to ODUF.
- 5.6.1 Usage To Be Transmitted
- 5.6.1.1 The following messages recorded by BellSouth will be transmitted to Adelphia:
- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
  - Measured billable Local
  - Directory Assistance messages
  - IntraLATA Toll
  - WATS & 800 Service
  - N11
  - Information Service Provider Messages
  - Operator Services Messages
  - Operator Services Message Attempted Calls (Network Element only)
  - Credit/Cancel Records
  - Usage for Voice Mail Message Service
- 5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 5.6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Adelphia.
- 5.6.1.4 In the event that Adelphia detects a duplicate on ODUF they receive from BellSouth, Adelphia will drop the duplicate message (Adelphia will not return the duplicate to BellSouth).
- 5.6.2 Physical File Characteristics
- 5.6.2.1 The ODUF will be distributed to Adelphia via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage File will be a variable block format (2476) with an LRECL of 2472. The data on the Daily

Usage File will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

- 5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Adelphia for the purpose of data transmission. Where a dedicated line is required, Adelphia will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Adelphia will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Adelphia. Additionally, all message toll charges associated with the use of the dial circuit by Adelphia will be the responsibility of Adelphia. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Adelphia end for the purpose of data transmission will be the responsibility of Adelphia.

5.6.3 Packing Specifications

- 5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

- 5.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Adelphia which BellSouth RAO that is sending the message. BellSouth and Adelphia will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Adelphia and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.4 Pack Rejection

- 5.6.4.1 Adelphia will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Adelphia will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Adelphia by BellSouth.

5.6.5 Control Data

Adelphia will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Adelphia received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Adelphia for reasons stated in the above section.

5.6.6 Testing

- 5.6.6.1 Upon request from Adelphia, BellSouth shall send test files to Adelphia for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Adelphia set up a production (LIVE) file. The live test may consist of Adelphia's employees making test calls for the types of services Adelphia requests on the Optional Daily Usage File. These test calls are logged by Adelphia, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

6. Access Daily Usage File

- 6.1. Upon written request from Adelphia, BellSouth will provide the Access Daily Usage File (ADUF) service to Adelphia pursuant to the terms and conditions set forth in this section.
- 6.2 Adelphia shall furnish all relevant information required by BellSouth for the provision of ADUF.
- 6.3 The ADUF will contain access messages associated with a port that Adelphia has purchased from BellSouth
- 6.4 Charges for delivery of ADUF will appear on Adelphia's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6.5 Messages that error in the billing system of Adelphia will be the responsibility of Adelphia. If, however, Adelphia should encounter significant volumes of errored messages that prevent processing by Adelphia within its systems, BellSouth will work with Adelphia to determine the source of the errors and the appropriate resolution.

6.6 Usage To Be Transmitted

- 6.6.1 The following messages recorded by BellSouth will be transmitted to Adelphia:

Originating and terminating interstate and intrastate access records associated with a port.

Terminating access records for undetermined jurisdiction access records associated with a port.

- 6.6.2 When Adelphia purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF

Originating from network element and carried by BellSouth (Adelphia is BellSouth's toll customer):

BellSouth will bill resale toll rates to Adelphia and send toll record for the end user toll billing purposes via ODUF. Access record will be sent to Adelphia via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to Adelphia and send access record to Adelphia.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to Adelphia and send access record to Adelphia.

- 6.6.3 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to Adelphia.

- 6.6.4 In the event that Adelphia detects a duplicate on ADUF they receive from BellSouth, Adelphia will drop the duplicate message (Adelphia will not return the duplicate to BellSouth.)

- 6.6.5 Physical File Characteristics

- 6.6.5.1 The ADUF will be distributed to Adelphia via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage File will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage File will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and Adelphia for the purpose of data transmission. Where a dedicated line is required, Adelphia will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Adelphia will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Adelphia. Additionally, all message toll charges associated with the use of the dial circuit by Adelphia will be the responsibility of Adelphia. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Adelphia end for the purpose of data transmission will be the responsibility of Adelphia.

6.6.6 Packing Specifications

6.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Adelphia which BellSouth RAO that is sending the message. BellSouth and Adelphia will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Adelphia and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.6.7 Pack Rejection

6.6.7.1 Adelphia will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Adelphia will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Adelphia by BellSouth.

6.6.8 Control Data

Adelphia will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Adelphia received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS

EMI error codes for packs that were rejected by Adelphia for reasons stated in the above section.

6.6.9 Testing

- 6.6.9.1 Upon request from Adelphia, BellSouth shall send test files to Adelphia for the ADUF. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

7. **Enhanced Optional Daily Usage File**

- 7.1 Upon written request from Adelphia, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Adelphia pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

- 7.2 Adelphia shall furnish all relevant information required by BellSouth for the provision of EODUF.

- 7.3 The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the EODUF will appear on Adelphia's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

- 7.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

- 7.5 Messages that error in the billing system of Adelphia will be the responsibility of Adelphia. If, however, Adelphia should encounter significant volumes of errored messages that prevent processing by Adelphia within its systems, BellSouth will work with Adelphia to determine the source of the errors and the appropriate resolution.

- 7.6 The following specifications shall apply to the Optional Daily Usage File.

7.6.1 Usage To Be Transmitted

- 7.6.1.1 The following messages recorded by BellSouth will be transmitted to the Adelphia:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:



Date of Call  
From Number  
To Number  
Connect Time  
Conversation Time  
Method of Recording  
From RAO  
Rate Class  
Message Type  
Billing Indicators  
Bill to Number

7.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Adelphia.

7.6.1.3 In the event that Adelphia detects a duplicate on EODUF they receive from BellSouth, Adelphia will drop the duplicate message (Adelphia will not return the duplicate to BellSouth).

7.6.2 Physical File Characteristics

7.6.2.1 The EODUF will be distributed to Adelphia over their existing ODUF File. The EODUF messages will be intermingled among Adelphia's ODUF messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Adelphia for the purpose of data transmission. Where a dedicated line is required, Adelphia will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Adelphia will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Adelphia. Additionally, all message toll charges associated with the use of the dial circuit by Adelphia will be the responsibility of Adelphia. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Adelphia end for the purpose of data transmission will be the responsibility of Adelphia.

7.6.3 Packing Specifications

7.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Adelphia which BellSouth RAO that is sending the message. BellSouth and Adelphia will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Adelphia and resend the data as appropriate.

The data will be packed using ATIS EMI records.